

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Sarah Bunch
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
March 7, 2017**

A meeting of the Fayetteville City Council was held on March 7, 2017 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

1. 2016 4th Quarter Financial Report - Paul Becker, Chief Financial Officer

City Council Meeting Presentations, Reports, and Discussion Items.

Agenda Additions:

A. Consent:

1. Approval of the February 21, 2017 City Council Meeting Minutes.

Approved

2. **LEWIS FORD OF FAYETTEVILLE DODGE RAM 2500:** A resolution to authorize the purchase of a Dodge Ram 2500 regular cab, long bed truck from Lewis Ford of Fayetteville, Arkansas in the amount of \$21,443.00, pursuant to a State Procurement Contract, for use by Fleet Operations.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 53-17

3. **LEWIS FORD OF FAYETTEVILLE FORD C-MAX HYBRID:** A resolution authorize the purchase of a Ford C-Max Hybrid from Lewis Ford of Fayetteville, Arkansas in the amount of \$21,542.00, pursuant to a state procurement contract, for use by Fleet Operations.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 54-17

4. **PROFESSIONAL TURF PRODUCTS, L.P.:** A resolution to authorize the purchase of a Toro Sand Pro 5040 from Professional Turf Products, L.P. of Tulsa, Oklahoma in the amount of \$23,423.95 pursuant to National Intergovernmental Purchasing Alliance contract #120535 for use by the Parks and Recreation Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 55-17

5. **BID NO. 17-25 ARKANSAS ROOFING COMPANY CONWAY, INC.:** A resolution to award Bid No. 17-25 and approve a construction contract with Arkansas Roofing Company Conway, Inc. for the Corporate Hangar Roof Rehabilitation Project at Drake Field in the amount of \$109,841.00 with a project contingency in the amount of \$12,659.10, contingent upon receipt of a 90-10 grant from the Arkansas Department of Aeronautics.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 56-17

6. **AFTERGLOW LEASE AGREEMENT:** A resolution to approve a three year lease agreement with Exclusive Flight, LLC d/b/a Afterglow Aircraft Services for the hangar located at 4580 S. School Avenue in the amount of \$2,400.00 per month.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 57-17

7. **PARKS AND RECREATION DONATION REVENUE:** A resolution to approve a budget adjustment in the total amount of \$5,545.00 representing donations to the Parks and Recreation Department in 2016.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 58-17

8. **KESSLER MOUNTAIN REGIONAL PARK CONCESSION STANDS:** A resolution to approve a ten month contract with James and Jewel Morrow with a one year automatic renewal for 2018 to provide for operation of the concession stands at Kessler

Mountain Regional Park Soccer Complex, Gary Hampton Softball Complex, Lake Fayetteville Softball Complex, and Wilson Park Pool.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 59-17

- 9. ANIMAL SERVICES DONATION REVENUE:** A resolution to approve a budget adjustment in the amount of \$10,777.00 representing donation revenue to Animal Services in November and December of 2016.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 60-17

- 10. K-9 OFFICER REPLACEMENT:** A resolution to approve a budget adjustment of \$12,000.00 for a replacement of our current K-9 officer and for tuition for the new K-9 officer and its handler.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 61-17

- 11. FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT:** A resolution to approve a budget adjustment in the amount of \$10,000.00 recognizing revenue from the Court Automation Fund for upgrades to the video arraignment equipment used by the Fayetteville District Court

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 62-17

- 12. INSITUFORM TECHNOLOGIES, INC.:** A resolution to approve the final contract extension with Insituform Technologies, Inc. and to approve an authorization of up to \$330,000.00 for sewer rehabilitation projects in 2017 using cured-in-place sanitary sewer linings.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 63-17

- 13. ENVIRONMENTAL CONSULTING OPERATIONS, INC. AMENDMENT 3:** A resolution authorize approve Amendment 3 to the contract with Environmental Consulting Operations, Inc. in the amount of \$56,500.00 for Wetlands Mitigation Site Monitoring and Management in 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 64-17

- 14. GULLEY PARK TRAIL IMPROVEMENTS:** A resolution to express the willingness of the City of Fayetteville to utilize Federal-Aid Recreational Trails Program Funds for Gulley Park Trail Improvements.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 65-17

- 15. FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS:** A resolution authorize express the willingness of the City of Fayetteville to utilize Federal-Aid Transportation Alternatives Program Funds and authorize application for a 20% local match grant through the Arkansas Transportation Alternatives Program in an amount up

to \$500,000.00 for the construction of the shared use trail on the Wedington Drive Bridge across Interstate 49.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 66-17

B. Unfinished Business:

1. **AMEND §110.02 TELECOMMUNICATIONS FRANCHISES:** An ordinance to amend §110.02 telecommunications franchises of the city code to include and incorporate references to competing local exchange carriers and any other telecommunications providers desiring to use city street rights of way.

AT THE MARCH 7, 2017 CITY COUNCIL MEETING THIS ORDINANCE WAS TABLED INDEFINITELY

C. New Business:

1. **GRANICUS, INCORPORATED:** An ordinance to waive the requirements of formal competitive bidding and approve a one-year contract with Granicus, Incorporated in the amount of \$42,765.06 for 2017 with four possible annual renewals with a 3% cost increase each year.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5955

2. **JMSH, LLC.** An ordinance to waive the requirements of formal competitive bidding and to approve a cost share agreement with JMSH, LLC. for the installation of water and sewer mains along a portion of North Assembly Drive north of East Maple Street with the estimated amount to be paid by the City of Fayetteville not to exceed \$31,800.00, and to approve a project contingency in the amount of \$6,360.00 for a total of \$38,160.00.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5956

3. **U.S. GEOLOGICAL SURVEY:** An ordinance to waive the requirements of formal competitive bidding and authorize a joint funding agreement with the U.S. Geological Survey for stream gauge operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville in 2017 with the amount paid by the city not to exceed \$61,721.00.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5957

4. **AMEND § 160.02 OFFICIAL ZONING MAP:** An ordinance to amend § 160.02 Official Zoning Map of the Unified Development Code to adopt a digital format for the City of Fayetteville's Official Zoning Map.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5958

5. **2017 TOTAL COMPENSATION IMPLEMENTATION AND COMPENSATION PHILOSOPHY:** A resolution to approve an updated compensation philosophy, to accept the Johanson Group Classification, Compensation and Benefits Study Report and adopt the financial recommendations of the Mayor, and to approve a budget adjustment in the amount of \$1,700,300.00 to implement the 2017 Compensation Plan.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 67-17

6. **THEATRESQUARED PROPOSED PROJECT:** A resolution to approve a budget adjustment of three million one hundred thousand dollars (\$3,100,000.00) to invest in the TheatreSquared proposed project to be built on city property leased to TheatreSquared, Inc.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 68-17

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

Adjournment: 9:03 p.m.

City Council Meeting:

March 7, 2017

Adjourn: 9:03 PM

Subject:	Roll				
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Mayor Jordan	✓			

9-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Long				
	Gray				
	Mayor Jordan				

Subject:	Consent				
Motion To:					
Motion By:		Approve			
Motion By:		Marsh			
Seconded:		Gray			
A. 1-15 <u>Approved</u> 53-17 <u>44-17</u>	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Mayor Jordan				

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Long				
	Gray				
	Mayor Jordan				

Subject:	AMEND §110.02 TELECOMMUNICATIONS FRANCHISES				
Motion To:		<i>Table Indefinitely</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Kinion</i>			
B. 1 Unfinished Business <i>Table Indefinitely</i>	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Mayor Jordan				

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
Unfinished Business	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Long				
	Gray				
	Mayor Jordan				

Subject:		GRANICUS, INCORPORATED			
Motion To:					
			<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>
Motion By:					
			<i>Marsh</i>	<i>Marsh</i>	
Seconded:					
			<i>Long</i>	<i>Gray</i>	
C. 1 New Business <i>Approved</i> <i>5955</i>	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Bunch	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
Mayor Jordan					
		<i>8-0</i>	<i>8-0</i>	<i>8-0</i>	

Subject:		JMSH, LLC.			
Motion To:					
			<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>
Motion By:					
			<i>Kinion</i>	<i>Kinion</i>	
Seconded:					
			<i>Tennant</i>	<i>Long</i>	
C. 2 New Business <i>Approved</i> <i>5954</i>	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Bunch	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
Mayor Jordan					
		<i>8-0</i>	<i>8-0</i>	<i>8-0</i>	

Subject:	U.S. GEOLOGICAL SURVEY				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>	
Motion By:		<i>Kinion</i>	<i>Kinion</i>		
Seconded:		<i>Marsh</i>	<i>Marsh</i>		
C. 3 New Business <i>Approve</i> <i>5957</i>	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Mayor Jordan				
		<i>8-0</i>	<i>8-0</i>	<i>8-0</i>	

Subject:	AMEND § 160.02 OFFICIAL ZONING MAP				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>	
Motion By:		<i>Kinion</i>	<i>Kinion</i>		
Seconded:		<i>Marsh</i>	<i>Marsh</i>		
C. 4 New Business <i>Approve</i> <i>5958</i>	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Mayor Jordan				
		<i>8-0</i>	<i>8-0</i>	<i>8-0</i>	

Subject:		2017 TOTAL COMPENSATION IMPLEMENTATION AND COMPENSATION PHILOSOPHY			
Motion To:					
Motion By:		<i>Petty</i>			
Seconded:		<i>Long</i>			
C. 5 New Business <i>Approved</i> <i>67-17</i>	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:		THEATRESQUARED PROPOSED PROJECT			
Motion To:		<i>Amend to apply FOIA to the Const. Phase</i>	<i>Approve</i>		
Motion By:		<i>Long</i>	<i>Marsh</i>		
Seconded:		<i>Tennant</i>	<i>Kinion</i>		
C. 6 New Business <i>Approved</i> <i>68-17</i>	Marsh	<i>N</i>	<i>✓</i>		
	Kinion	<i>N</i>	<i>✓</i>		
	Petty	<i>N</i>	<i>✓</i>		
	Tennant	<i>✓</i>	<i>N</i>		
	Bunch	<i>N</i>	<i>✓</i>		
	La Tour	<i>N</i>	<i>✓</i>		
	Long	<i>✓</i>	<i>✓</i>		
	Gray	<i>N</i>	<i>✓</i>		
	Mayor Jordan				

2-6
Failed

7-1



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **March 8, 2017**

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of March 7, 2017

1. A resolution to authorize the purchase of a Dodge Ram 2500 regular cab, long bed truck from Lewis Ford of Fayetteville, Arkansas in the amount of \$21,443.00, pursuant to a state procurement contract, for use by fleet operations
2. A resolution to authorize the purchase of a Ford C-Max Hybrid from Lewis Ford of Fayetteville, Arkansas in the amount of \$21,542.00, pursuant to a state procurement contract, for use by Fleet Operations
3. A resolution to authorize the purchase of a Toro Sand Pro 5040 from Professional Turf Products, L.P. of Tulsa, Oklahoma in the amount of \$23,423.95 pursuant to National Intergovernmental Purchasing Alliance Contract #120535 for use by the Parks and Recreation Department
4. A resolution to award bid no. 17-25 and approve a construction contract with Arkansas Roofing Company Conway, Inc. For the corporate hangar roof rehabilitation project at Drake Field in the amount of \$109,841.00 with a project contingency in the amount of \$12,659.10, contingent upon receipt of a 90-10 grant from the Arkansas Department of Aeronautics
5. A resolution to approve a three-year lease agreement with Exclusive Flight, LLC d/b/a Afterglow Aircraft Services for the hangar located at 4580 S. School Avenue in the amount of \$2,400.00 per month
6. A resolution to approve a budget adjustment in the total amount of \$5,545.00 representing donations to the Parks and Recreation Department in 2016
7. A resolution to approve a ten-month contract with James and Jewel Morrow with a one year automatic renewal for 2018 to provide for operation of the concession stands at Kessler

Mountain Regional Park Soccer Complex, Gary Hampton Softball Complex, Lake Fayetteville Softball Complex, and Wilson Park Pool

8. A resolution to approve a budget adjustment in the amount of \$10,777.00 representing donation revenue to Animal Services in November and December of 2016
9. A resolution to approve a budget adjustment of \$12,000.00 for a replacement of our current K-9 officer and for tuition for the new K-9 officer and its handler
10. A resolution to approve a budget adjustment in the amount of \$10,000.00 recognizing revenue from the court automation fund for upgrades to the video arraignment equipment used by the Fayetteville District Court
11. A resolution to approve the final contract extension with Insituform Technologies, Inc. And to approve an authorization of up to \$330,000.00 for sewer rehabilitation projects in 2017 using cured-in-place sanitary sewer linings
12. A resolution to approve Amendment 3 to the contract with Environmental Consulting Operations, Inc. In the amount of \$56,500.00 for wetlands mitigation site monitoring and management in 2017
13. A resolution to express the willingness of the City of Fayetteville to utilize federal-aid recreational trails program funds for Gulley Park trail improvements
14. A resolution to express the willingness of the City of Fayetteville to utilize federal-aid transportation alternatives program funds and authorize application for a 20% local match grant through the Arkansas transportation alternatives program in an amount up to \$500,000.00 for the construction of the shared use trail on the Wedington Drive Bridge across Interstate 49
15. An ordinance to waive the requirements of formal competitive bidding and approve a one-year contract with Granicus, Incorporated in the amount of \$42,765.06 for 2017 with four possible annual renewals with a 3% cost increase each year
16. An ordinance to waive the requirements of formal competitive bidding and to approve a cost share agreement with JMSH, LLC. For the installation of water and sewer mains along a portion of North Assembly Drive North of East Maple Street with the estimated amount to be paid by the City of Fayetteville not to exceed \$31,800.00, and to approve a project contingency in the amount of \$6,360.00 for a total of \$38,160.00
17. An ordinance to waive the requirements of formal competitive bidding and authorize a joint funding agreement with the U.S. Geological Survey for stream gauge operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville in 2017 with the amount paid by the city not to exceed \$61,721.00

18. An ordinance to amend § 160.02 official zoning map of the Unified Development Code to adopt a digital format for the City of Fayetteville's official zoning map

19. A resolution to approve an updated compensation philosophy, to accept the Johanson Group classification, compensation and benefits study report and adopt the financial recommendations of the Mayor, and to approve a budget adjustment in the amount of \$1,700,300.00 to implement the 2017 compensation plan

20. A resolution to approve a budget adjustment of Three Million One Hundred Thousand Dollars (\$3,100,000.00) to invest in the TheatreSquared proposed project to be built on City property leased to TheatreSquared, Inc.

City of Fayetteville, Arkansas

*113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323*



Meeting Agenda - Final Agenda

Tuesday, March 7, 2017

5:30 PM

City Hall Room 219

City Council Meeting

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****1.**[2017-0097](#)

2016 4TH QUARTER FINANCIAL REPORT - PAUL BECKER, CHIEF FINANCIAL OFFICER

City Council Meeting Presentations, Reports and Discussion Items:**Agenda Additions:****A. Consent:****A. 1**[2016-0570](#)

APPROVAL OF THE FEBRUARY 21, 2017 CITY COUNCIL MEETING MINUTES.

A. 2[2017-0100](#)**LEWIS FORD OF FAYETTEVILLE DODGE RAM 2500:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DODGE RAM 2500 REGULAR CAB, LONG BED TRUCK FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$21,443.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY FLEET OPERATIONS

Attachments: [LEWIS FORD DODGE RAM 2500](#)

A. 3[2017-0101](#)**LEWIS FORD OF FAYETTEVILLE FORD C-MAX HYBRID:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A FORD C-MAX HYBRID FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$21,542.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY FLEET OPERATIONS

Attachments: [LEWIS FORD C-MAX HYBRID](#)

A. 4 [2017-0099](#)**PROFESSIONAL TURF PRODUCTS, L.P.:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A TORO SAND PRO 5040 FROM PROFESSIONAL TURF PRODUCTS, L.P. OF TULSA, OKLAHOMA IN THE AMOUNT OF \$23,423.95 PURSUANT TO NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CONTRACT #120535 FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: [PROFESSIONAL TURF PRODUCTS, L.P.](#)

A. 5 [2017-0125](#)**BID NO. 17-25 ARKANSAS ROOFING COMPANY CONWAY, INC.:**

A RESOLUTION TO AWARD BID NO. 17-25 AND APPROVE A CONSTRUCTION CONTRACT WITH ARKANSAS ROOFING COMPANY CONWAY, INC. FOR THE CORPORATE HANGAR ROOF REHABILITATION PROJECT AT DRAKE FIELD IN THE AMOUNT OF \$109,841.00 WITH A PROJECT CONTINGENCY IN THE AMOUNT OF \$12,659.10, CONTINGENT UPON RECEIPT OF A 90-10 GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS

Attachments: [Bid 17-25, Contract - Arkansas Roofing Kompany Conway, Inc](#)

A. 6 [2017-0077](#)**AFTERGLOW LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH EXCLUSIVE FLIGHT, LLC D/B/A AFTERGLOW AIRCRAFT SERVICES FOR THE HANGAR LOCATED AT 4580 S. SCHOOL AVENUE IN THE AMOUNT OF \$2,400.00 PER MONTH

Attachments: [AFTERGLOW LEASE AGREEMENT:](#)

A. 7 [2017-0061](#)**PARKS AND RECREATION DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$5,545.00 REPRESENTING DONATIONS TO THE PARKS AND RECREATION DEPARTMENT IN 2016

Attachments: [PARKS AND RECREATION DONATION REVENUE](#)
 [BA_PARKS AND RECREATION DONATION REVENUE](#)

A. 8 [2017-0105](#)**KESSLER MOUNTAIN REGIONAL PARK CONCESSION STANDS:**

A RESOLUTION TO APPROVE A TEN MONTH CONTRACT WITH JAMES AND JEWEL MORROW WITH A ONE YEAR AUTOMATIC RENEWAL FOR 2018 TO PROVIDE FOR OPERATION OF THE CONCESSION STANDS AT KESSLER MOUNTAIN REGIONAL PARK SOCCER COMPLEX, GARY HAMPTON SOFTBALL COMPLEX, LAKE FAYETTEVILLE SOFTBALL COMPLEX, AND WILSON PARK POOL

Attachments: [KESSLER MOUNTAIN REGIONAL PARK CONCESSION STANDS](#)

A. 9 [2017-0080](#)**ANIMAL SERVICES DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,777.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES IN NOVEMBER AND DECEMBER OF 2016

Attachments: [ANIMAL SERVICES DONATION REVENUE](#)
 [BA ANIMAL SERVICES DONATION REVENUE](#)

A. 10 [2017-0103](#)**K-9 OFFICER REPLACEMENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT OF \$12,000.00 FOR A REPLACEMENT OF OUR CURRENT K-9 OFFICER AND FOR TUITION FOR THE NEW K-9 OFFICER AND ITS HANDLER

Attachments: [K-9 OFFICER REPLACEMENT](#)
 [BA_K-9 OFFICER REPLACEMENT](#)

A. 11 [2017-0112](#)**FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,000.00 RECOGNIZING REVENUE FROM THE COURT AUTOMATION FUND FOR UPGRADES TO THE VIDEO ARRAIGNMENT EQUIPMENT USED BY THE FAYETTEVILLE DISTRICT COURT

Attachments: [FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT](#)
 [BA_FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT](#)

A. 12 [2017-0091](#)**INSITUFORM TECHNOLOGIES, INC.:**

A RESOLUTION TO APPROVE THE FINAL CONTRACT EXTENSION WITH INSITUFORM TECHNOLOGIES, INC. AND TO APPROVE AN AUTHORIZATION OF UP TO \$330,000.00 FOR SEWER REHABILITATION PROJECTS IN 2017 USING CURED-IN-PLACE SANITARY SEWER LININGS

Attachments: [INSITUFORM TECHNOLOGIES, INC.](#)

A. 13 [2017-0107](#)**ENVIRONMENTAL CONSULTING OPERATIONS, INC. AMENDMENT 3:**

A RESOLUTION TO APPROVE AMENDMENT 3 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$56,500.00 FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT IN 2017

Attachments: [ECO INC AMENDMENT 3](#)

A. 14 [2017-0106](#)**GULLEY PARK TRAIL IMPROVEMENTS:**

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS FOR GULLEY PARK TRAIL IMPROVEMENTS

Attachments: [GULLEY PARK TRAIL IMPROVEMENTS](#)

A. 15 [2017-0104](#)**FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS:**

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS AND AUTHORIZE APPLICATION FOR A 20% LOCAL MATCH GRANT THROUGH THE ARKANSAS TRANSPORTATION ALTERNATIVES PROGRAM IN AN AMOUNT UP TO \$500,000.00 FOR THE CONSTRUCTION OF THE SHARED USE TRAIL ON THE WEDINGTON DRIVE BRIDGE ACROSS INTERSTATE 49

Attachments: [FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS](#)

B. Unfinished Business:

B. 1 [2017-0076](#)**AMEND §110.02 TELECOMMUNICATIONS FRANCHISES:**

AN ORDINANCE TO AMEND §110.02 TELECOMMUNICATIONS FRANCHISES OF THE CITY CODE TO INCLUDE AND INCORPORATE REFERENCES TO COMPETING LOCAL EXCHANGE CARRIERS AND ANY OTHER TELECOMMUNICATIONS PROVIDERS DESIRING TO USE CITY STREET RIGHTS OF WAY

LEFT ON THE FIRST READING

Attachments: [AMEND §110.02 TELECOMMUNICATIONS FRANCHISES](#)

At the February 21, 2016 City Council Meeting this ordinance was left on the first reading.

C. New Business:**C. 1** [2017-0110](#)**GRANICUS, INCORPORATED:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE-YEAR CONTRACT WITH GRANICUS, INCORPORATED IN THE AMOUNT OF \$42,765.06 FOR 2017 WITH FOUR POSSIBLE ANNUAL RENEWALS WITH A 3% COST INCREASE EACH YEAR

Attachments: [GRANICUS, INCORPORATED](#)

C. 2 [2017-0109](#)**JMSH, LLC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND TO APPROVE A COST SHARE AGREEMENT WITH JMSH, LLC. FOR THE INSTALLATION OF WATER AND SEWER MAINS ALONG A PORTION OF NORTH ASSEMBLY DRIVE NORTH OF EAST MAPLE STREET WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$31,800.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,360.00 FOR A TOTAL OF \$38,160.00

Attachments: [JMSH LLC](#)

C. 3 [2017-0059](#)**U.S. GEOLOGICAL SURVEY:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2017 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED \$61,721.00

Attachments: [U.S. GEOLOGICAL SURVEY](#)

C. 4 [2017-0102](#)**AMEND § 160.02 OFFICIAL ZONING MAP:**

AN ORDINANCE TO AMEND § 160.02 **OFFICIAL ZONING MAP** OF THE UNIFIED DEVELOPMENT CODE TO ADOPT A DIGITAL FORMAT FOR THE CITY OF FAYETTEVILLE'S OFFICIAL ZONING MAP

Attachments: [AMEND § 160.02 OFFICIAL ZONING MAP](#)

C. 5 [2017-0096](#)**2017 TOTAL COMPENSATION IMPLEMENTATION AND COMPENSATION PHILOSOPHY:**

A RESOLUTION TO APPROVE AN UPDATED COMPENSATION PHILOSOPHY, TO ACCEPT THE JOHANSON GROUP CLASSIFICATION, COMPENSATION AND BENEFITS STUDY REPORT AND ADOPT THE FINANCIAL RECOMMENDATIONS OF THE MAYOR, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,700,300.00 TO IMPLEMENT THE 2017 COMPENSATION PLAN

Attachments: [2017 TOTAL COMPENSATION IMPLEMENTATION AND COMPENSATION PHI](#)
[BA_2017 TOTAL COMPENSATION IMPLEMENTATION AND COMPENSATION](#)
[ADDITIONAL C. 5 2017 TOTAL COMPENSATION IMPLEMENTATION AND CO](#)

C. 6 [2017-0118](#)**THEATRESQUARED PROPOSED PROJECT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT OF THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000.00) TO INVEST IN THE THEATRESQUARED PROPOSED PROJECT TO BE BUILT ON CITY PROPERTY LEASED TO THEATRESQUARED, INC.

Attachments: [THEATRESQUARED PROPOSED PROJECT](#)
 [BA THEATRESQUARED PROPOSED PROJECT](#)

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment then queue behind the podium. When the Mayor or Chair recognizes you, approach the podium and give your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn at the microphone for discussion of an agenda item.

Agenda Additions: A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda: Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old Business and New Business: Presentations by Staff and Applicants: Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

Public Comments: Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk's Office no later than 9:00 A.M. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and Respect: All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Interpreters or Telecommunications Device for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

A copy of the complete City Council agenda is available on our website at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas (479) 575-8323.

All cell phones must be silenced and may not be used within the City Council Chambers.



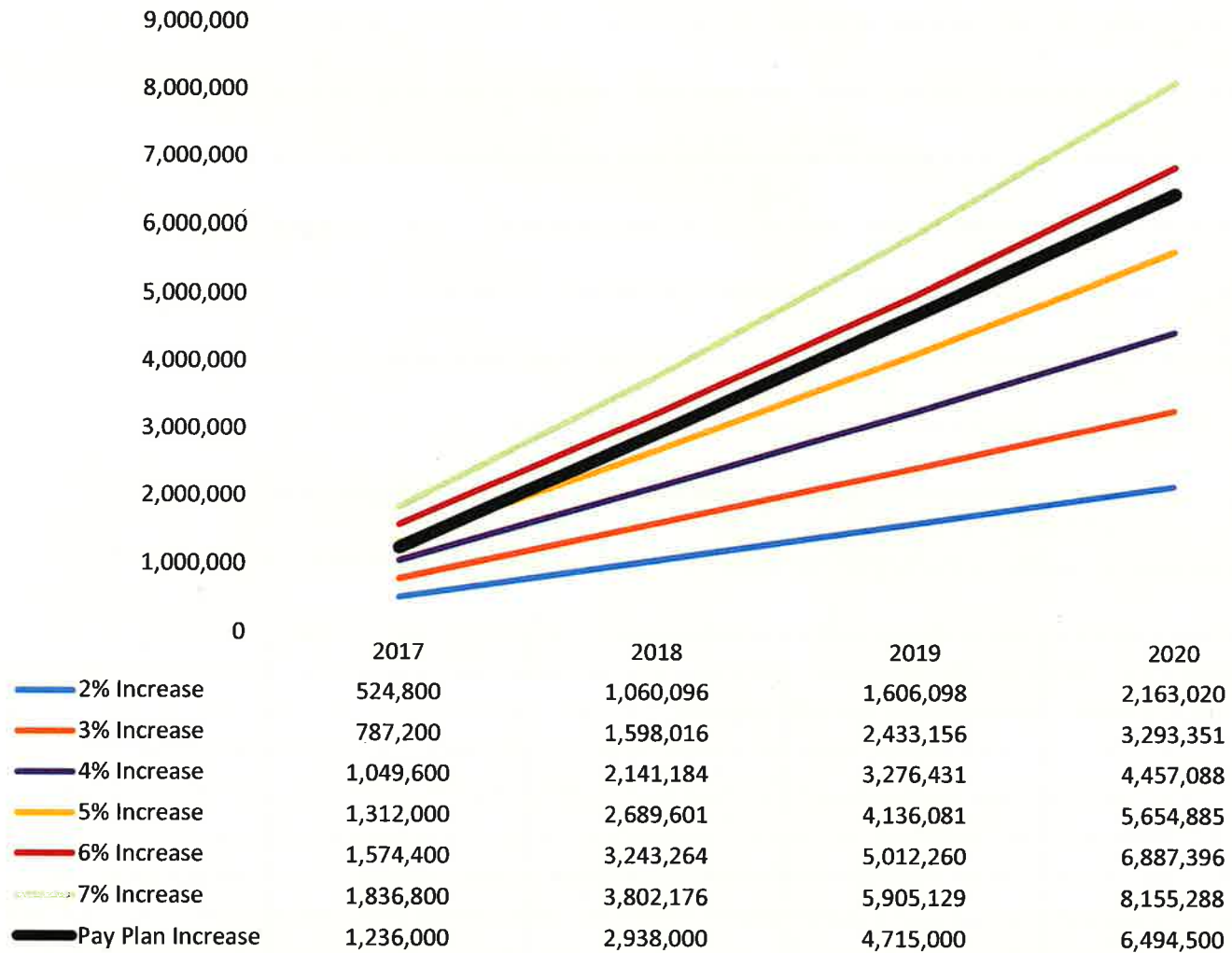
General Fund 2016 Operating Results & Mayor Recommended Compensation Plan

February 28, 2017

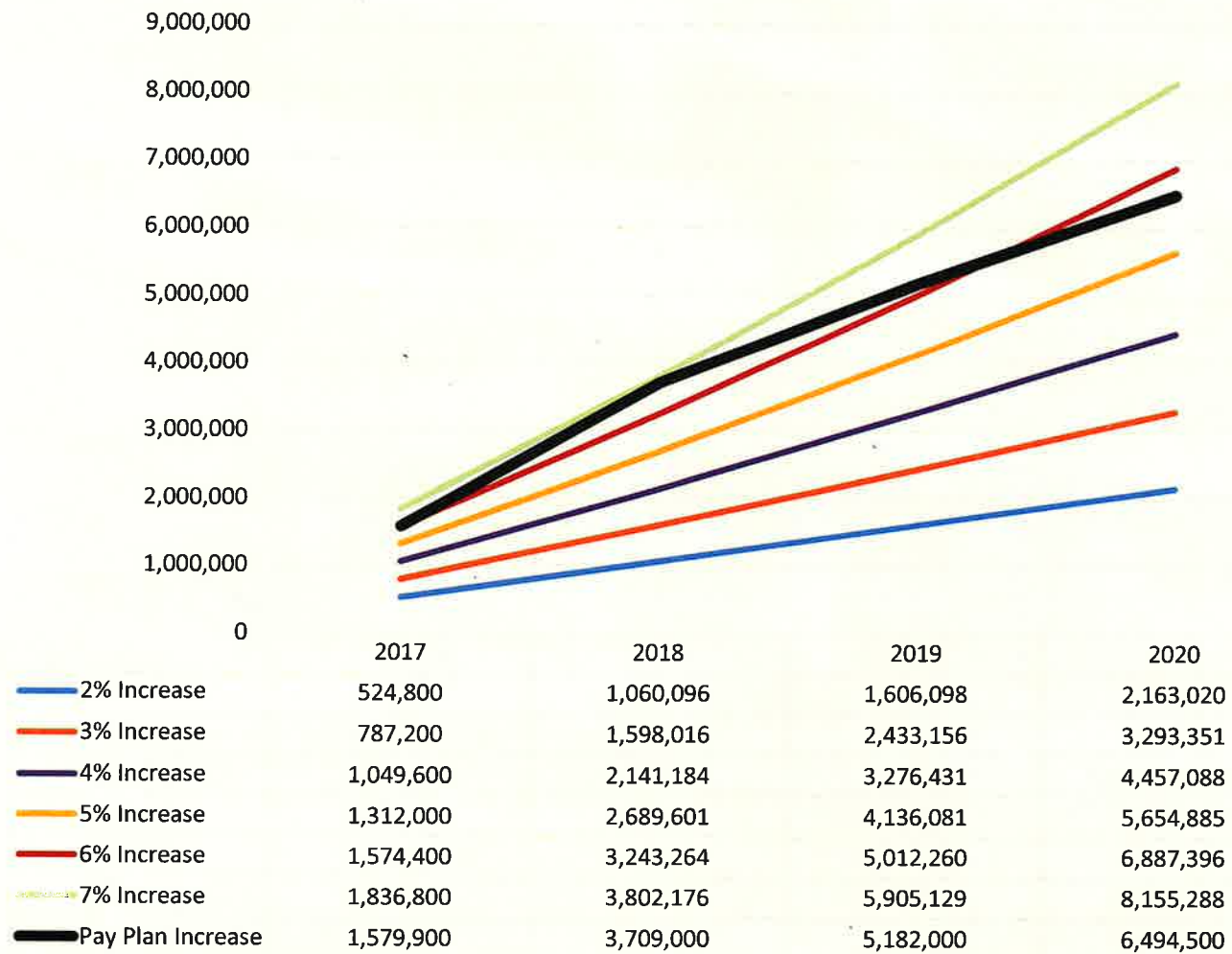
Cost of Recommended Plan

Funds		2017 Impact		Annual (2017) Impact
General	\$	1,213,000	\$	1,662,000
Street		106,200		145,000
Parking		29,500		40,000
Community Development Block Grant		10,800		15,000
Parks Development		56,500		77,000
Drug Law Enforcement		5,700		8,000
Water & Sewer		153,700		211,000
Recycling & Trash Collection		81,400		112,000
Airport		14,200		19,000
Shop		29,300		40,000
Total Cost	\$	1,700,300	\$	2,329,000

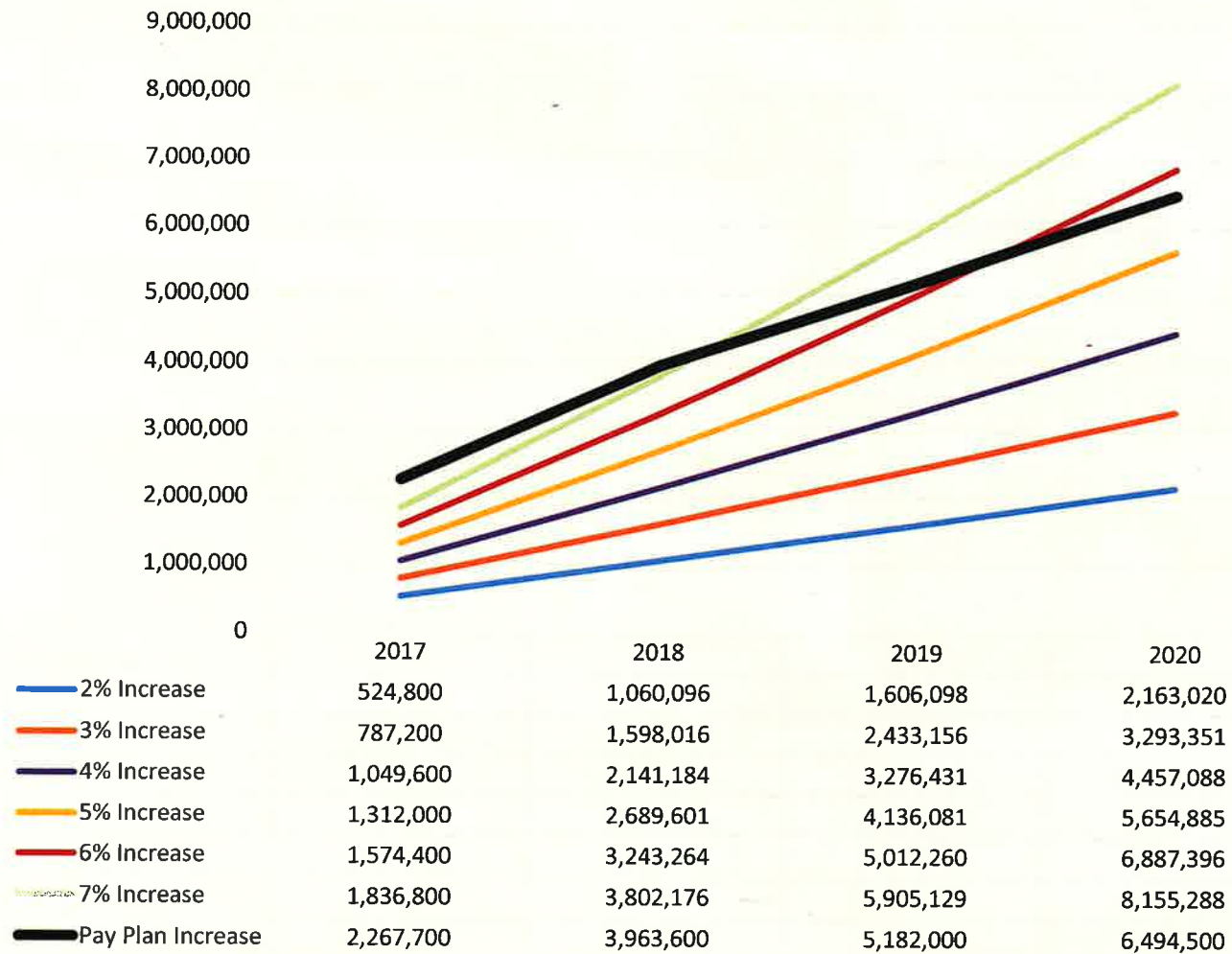
Salary Survey to Sales Tax Percent Increase 25% Implementation



Salary Survey to Sales Tax Percent Increase 50% Implementation



Salary Survey to Sales Tax Percent Increase 100% Implementation



2016 General Fund Operating Results

Revenues	\$ 44,200,000
Expenses	(41,200,000)
Unadjusted Surplus	\$ 3,000,000

General Fund

2017 Projected Ending Fund Balance (If Revenue Projections are Met)

Projected 12/31/2016 Fund Balance	\$	19,000,000
Less: Cash Funded Re-appropriation Adjustment		(2,000,000)
Less: 60 Days Required Reserve		(7,000,000)
Adjusted Fund Balance	\$	10,000,000
Less: Pay Plan		(1,200,000)
Estimated Adjusted Fund Balance at 12/31/2017	\$	8,800,000

Significant Considerations

- General Fund operating surplus for 2016 is estimated to be \$3,000,000 due primarily to increased sales tax and building permit revenues.
- Impact of the plan on the General Fund for 2017 would be \$1,213,000.
- Ongoing cost to the General Fund in 2018 would be \$1,662,000.
- If sales tax revenue alone is used to fund this salary increase in 2017, sales taxes would need to increase by 4.7% over budget. This is questionable considering current economic conditions but possible.
- Sales tax collections averaged 4.7% over the last 5 years but only 2.4% over the last 10 years.
- December 2016 sales tax collections were 2.77% over budget.
- Under normal operating conditions, not all expenditure budgets authorized are expended, normally there are appropriations that lapse. However, this can not be predicted with certainty or accuracy.

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Sarah Bunch
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
February 21, 2017**

A meeting of the Fayetteville City Council was held on February 21, 2017 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Sarah Bunch, John La Tour, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Award Presentation - Certificate of Achievement

Mayor Jordan presented the Certificate of Achievement of Excellence in Finance and Reporting to the City of Fayetteville for its comprehensive annual financial report for the fiscal year ending December 31, 2015.

Paul Becker, Chief Financial Officer accepted the certificate on behalf of the Accounting Department.

Mayor Jordan presented Paul Becker with the Financial Reporting Achievement award from the Government Finance Officers Association United States and Canada.

Paul Becker, Chief Financial Officer: Thank you very much to my staff, City Council, and Mayor Jordan for their support.

Mayor Jordan: Thank you, Paul. It is very well deserved. You do a great job for us.

City Council Meeting Presentations, Reports, and Discussion Items: None

Consent:

Approval of the January 31, 2017 Special City Council Meeting Minutes and the February 7, 2017 City Council Meeting Minutes.

Approved

JL Bryson, Inc. and CH2M Hill Engineers, Inc. Settlement Agreement: A resolution to authorize Mayor Jordan to sign a settlement agreement with JL Bryson, Inc. and CH2M Hill Engineers, Inc. regarding a delay claim associated with the installation of the ozone disinfection system at the Noland Wastewater Treatment Plant, to approve a payment in the amount of \$19,000.00 to JL Bryson, Inc., and to approve a budget adjustment.

Resolution 47-17 as recorded in the office of the City Clerk

Erin Kaiser Reimbursement: A resolution pursuant to Fayetteville Code of Ordinances section 39.10(C)(4) to authorize the Mayor to pay the amount of \$6,258.18 to Erin Kaiser for a wastewater damage claim arising at 2232 North Briarwood Lane in addition to a previous payment of \$14,557.62 to Servpro for sewer damage mitigation services.

Resolution 48-17 as recorded in the office of the City Clerk

Alderman Long moved to accept the Consent Agenda as read. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

Unfinished Business:

Solid Waste Reduction, Diversion and Recycling Master Plan: A resolution to adopt the Solid Waste Reduction, Diversion and Recycling Master Plan as developed by Kessler Consulting, Incorporated. *At the December 6, 2016 City Council Meeting this resolution was tabled to February 21, 2017.*

Terry Gulley, Transportation Services Director gave a brief description of the resolution. He stated in the past there have been talks with Boston Mountain and Benton County Solid Waste District about the potential of looking at Single Stream. He stated they have not come up with anyone stepping forward other than the City of Fayetteville to address that at this time. He stated the City of Fayetteville did not believe the mini Murph option was sustainable. He discussed expanding apartment recycling. He stated the main thing that needs addressed is a resolution of

some type of direction on how the City Council wants them to go. He stated several decisions are needing to be made and can't be delayed any longer.

Brian Pugh, Waste Reduction Coordinator presented a Powerpoint giving a brief background and description about the recycling program in the last few years. He stated in addition to the curbside and drop-off program, the City of Fayetteville has added a lot of services. He stated the thing that keeps people from participating in curbside recycling is the bin.

Jeff Coles, Recycling & Trash Collection Director gave a brief description about the construction and demolition debris processing. He spoke about recommended initial implementation steps to replace page 105 of the proposed Recycling and Trash Master Plan. He stated they wanted to develop an environmentally and economically sustainable materials management system that maximizes waste diversion and minimizes waste disposal. He stated the City of Fayetteville has to find a means to work through because they have surpassed an operational threshold.

Terry Gulley stated he was available for any questions.

Alderman Kinion: This has been reviewed by the Water, Sewer & Solid Waste Committee with the recommendation of the administration, as well as input from the public. I would like to bring forth an amendment to the proposed ordinance on the table as published and handed out to City Council. We have removed the conversion to Single Stream recycling. We have removed the development of a detailed Single Stream Conversion Plan and schedule. We are replacing that with what was mentioned today by the administration.

A discussion followed about the proposed amended resolution.

Alderman La Tour stated he believe this is a step in the right direction. He doesn't want anyone policing citizens' trash and fining people because something didn't get recycled properly. He stated he's pleased they are backing off of the 80% diversion rate. He believes it would be less of a temptation to use coercion or manipulation to achieve a high rate. He likes the idea of keeping the curbside recycling and not moving to a single stream. He stated his heart goes out to employees who fight traffic to recycle at curbside.

Alderman Marsh: I am disappointed that the discussion over single stream is going to result in us lowering our diversion goal to 40%. This is saying we are going to do better about recycling, whereas before we were saying we were going to be leaders in recycling. I prefer being a leader in all things sustainable. Our route drivers start collecting at 5:00 a.m. in all types of inclement weather. These are real people sorting your recyclables by the curb which is hazardous. It is just a matter of time before a route driver is hit by a car. I can't support endangering our staff when there is a safer option. Single stream would allow our drivers to collect recyclables using an automated truck and then take it to a local facility for sorting. It would provide better safety. Our recycling route drivers have the highest job turnover rate and injury rate than all city staff. Our current curb sort system works great for single family homes, but not all our residents live in single family homes. Switching to single stream will allow us to collect in bulk and sort them at a facility with the assistance of the latest in recycling technology. We are currently limited in the number of different types of materials we can recycle by the number of bins in our trucks. Our current

diversion rate has been stuck at or below 20% for the last ten years despite aggressive education campaigns. The bins are designed to be as ergonomic as possible for our workers. With single stream we can switch to the roll off bins that are easier for people with mobility issues. Our pilot shows that by making participation simpler and easier will drastically cut the amount of good usable resources that ends up in our landfill. I hope you will join me in supporting single stream.

Alderman Long: I would like to discuss how well Fayetteville has done with the curb sort program. Fayetteville has done a great job protecting our recyclable commodities. Buyers still give us priority in our down markets compared to other cities selling more contaminated materials. The Pay-As-You-Throw program has been a good start in helping people to consider their consumption habits. When the workers are collecting, they leave recyclables in the bin to educate people on what they can and can't recycle. This protects our contamination rates too. Fayetteville has the highest rate of glass recycling in the United States and that is without Arkansas having a container deposit law. I'm happy we are looking to double the diversion rate to even 40%. We have a great curb sort program we can improve on. We need to make it a priority to keep our recyclables clean and maintain our quality so we can protect our markets for our recyclable materials.

Kelly Mulhollan, 885 North Fritz spoke in opposition of single stream recycling.

Grant James, 1072 South Sports Fan stated he works with the Office of Sustainability at the U of A. He stated he was speaking as a citizen and not a representative of the university. He spoke in favor of single stream recycling.

John Kester, 3037 North Azure Avenue stated that staff should wear appropriate clothing for inclement weather. He stated firemen and policemen die every day and doesn't believe recycling people die that often.

Citizen, from Madison County complimented the City of Fayetteville glass program. She stated diverting is not recycling.

Lauren Huckins, 1101 South Duncan spoke in opposition of single stream recycling. She spoke for dual stream recycling.

Carol "Kris" Kristophel spoke in opposition of single stream recycling.

Don Bennet, 1231 Deane Street stated he was the executive Director at Tri Cycle Farms. He spoke about their composting program and the recovering of food for distribution. He requested Council to consider helping programs such as theirs.

Justin Taylor, Boston Mountain Solid Waste District stated research shows the highest diversion rates are all on the west coast. He stated there is a recipe of items they use to achieve that diversion rate and single stream is one of the things they use. He hopes a broader look will be taken at all the research in guiding Fayetteville forward.

Brian Pugh: Justin was under contract working with the City of Fayetteville as our part time educator until the end of last year. We owe Justin some support because he is mainly the one going

out and talking to kids and adults trying to change their behaviors about recycling. We have a new educator named Rachel Krauss. She is doing a great job as well.

Sara Gosman, 112 West Maple Street requested for Council to consider leaving single stream recycling on the table.

Rob Smith, Northwest Arkansas Council spoke about other cities being involved for a more regional approach.

Sara Lubey, Ripple Glass spoke about contamination issues. She requested the city to keep glass out of single stream recycling if it is decided to go that way.

Kellen Uteck, 2824 North Stage Coach stated keeping recycling as simple as possible is the key to success. He spoke in favor of single stream recycling.

Cory Reynolds, Specialized Real Estate Group stated he would like to see continued development of research in multifamily recycling.

Taylor Bridges, U of A student stated putting an item in a recycling bin, is not recycling. She spoke in opposition of single stream recycling.

Eric Boles, Director of the Office of Sustainability at the U of A. He stated he was speaking as a citizen and not a representative of the university. He stated he toured a single stream facility at the City of Little Rock and Little Rock was able to sell their recyclable materials for the same price as the City of Fayetteville was selling their paper. He believes there has been a thorough process and the pilot seemed well conducted. He thinks it would be a shame to throw all the good research out the door.

Brian Pugh: I toured the Little Rock facility with Eric and he is correct about the commodity pricing. Materials recycled in single streams systems will typically bring the same amount of revenue as what we have in our program.

Mayor Jordan: Even though the materials were contaminated, they are selling it for the same price?

Brian Pugh: Yes. That is just the Little Rock example.

Alderman Long: Were the materials they were being paid for already sorted and cleaned?

Brian Pugh: No.

Alderman Long: A lot of times you can command that much higher of a volume like a larger city.

Brian Pugh: They like to deal with volumes.

Alderman Long: The size of the city has an impact on that as well.

Brian Pugh: My point is they were getting the same prices that particular month as we were getting. They were doing single stream recycling and we are doing curb sort.

Robyn Reed, Director of Boston Mountain Solid Waste District voiced her support for single stream recycling.

Mayor Jordan: What would be your position for a regional Murph system? Would you be in favor of that?

Robyn Reed: Yes, I would be in favor of it. There are a lot of great examples around the nation that have worked using a regional approach.

Andrew Miles, 1884 Caton Drive with the Environmental Action Committee. He stated the EAC is urging the Council to vote for the issue. He stated it is a plan for multiple issues and not just recycling.

Louise Mann, 629 Gray Avenue spoke in opposition of single stream recycling.

Dylan Cardwell, 1250 Highbush stated he participated in the pilot program and spoke in favor of carts. He believes it is a better choice than using bins.

Fran Alexander, Fox Hunter Road spoke about waste prevention, which she believes is being confused with waste management. She suggested for the City of Fayetteville that the solutions for increasing participation to be put directly to the public.

Alderman Petty: If we amend to the resolution being proposed with the new implementation plan and the other Solid Waste Districts in the region approach us and ask us to participate with them, is our answer going to be yes or no?

Mayor Jordan: The answer would be yes.

Alderman Gray: This is a tough issue. I agree with Alderman Marsh and all the folks who have spoken tonight in favor of recycling. I like what Alderman Petty spoke about. To move to 40% is a good step. I would like to see us move to single stream and be the leader of the state. We paid a lot of money for our study and we had an excellently ran pilot program. Both of which told us that single stream is the way we need to go. When you look at the cities with the highest diversion rate, they are all using single stream. We don't need to go the easy route. We usually go for what is hard, but is a leadership position.

Alderman Bunch: I agree with a lot of the comments that have been made this evening. I like Alderman Gray's comments about being a leader. Without a processor at this time, I am comfortable with this resolution. I want to keep single stream in the back of our mind and on the table. This is a compromise I can live with. It increases the rate to 40%. It's not a perfect

compromise because it leaves a lot to be desired when talking about apartments. I would like to revisit single stream in the future as a possibility for our whole region, not just Fayetteville.

Alderman Kinion: This doesn't preclude any other type of investigation in the future. We are approaching a time where we have to look at a rate study. An Enterprise Fund has to support what we do and this is an Enterprise Fund. What you pay for the Solid Waste on your bill has to cover our operations. The reason we have a good compromise in front of us now is because it takes us to the next step so we can then implement the initial activity towards a realistic rate study. Currently, we spend more on our operations for Solid Waste management than we bring in. This is the value of having real data from Fayetteville at this time. I encourage us to move forward with the resolution I have suggested. This does not preclude any advances in technology or close the door for any creative ideas. We have real data that shows a very strong acceptance and preference for single stream, but we also value data that shows it is not perfect. Curbside and single stream recycling was a very small part of this study. I want us to look at this in a comprehensive way. Being divided in our community is not going to take us to the next step as we look at how to manage recycling. It is going to take a regional approach to have a Murph.

Alderman Marsh: The compromise put forth by staff and the Water & Sewer Committee has a lot of great things to it. I would like to see us place a special emphasis on food recovery towards hunger relief in our community. It needs to be priority number one. With the increase in development and construction, it is imperative we move forward with the construction and demolition waste recycling. With the impending purchase of more recycling infrastructure, it would be a mistake to not move forward with single stream at this time. I am disappointed that we are watering down our diversion goal to 40%. I want Fayetteville to be a leader. This isn't a recycling plan. This is a Solid Waste Reduction, Diversion and Recycling Master Plan. The goal is to reduce waste, keep resources out of our landfill, and to recycle into usable products. The impact this has on our workforce and the message it sends to the less able in our community to pull their recycling bins or can't afford to live in single family houses. How can we be an inclusive community in allowing everyone to recycle? It would be a mistake to not adopt the whole plan this evening.

Don Marr, Chief of Staff: We think the study has been valuable. We learned our 80% striving goal needs to be a stair stepped approach. Any improvement we see moving to a higher goal is a positive step from where we were. Whether it is the City of Fayetteville processing or regional processing, it doesn't exist today at the scale to support the capital expenditure necessary to have a single stream processing facility. The report is very clear that Fayetteville alone with its volume can't support one long term in a financially sustainable way. It requires partnerships. The negotiation of working with Bentonville, Springdale, Rogers, and Siloam Springs combined volumes are needed to support financially a capital expenditure of a processing center. A center that has the type of technology and equipment we want to deal with social worker issues in addition to clean end user supply material. We don't have a commitment today from the Mayor of Bentonville, Mayor of Springdale, or Mayor of Rogers. We have interest from the Siloam Springs City Manager. The reality is that we would have to go to their provider because they are in long term contracts if we are going to talk about a regional solution. Mayor Jordan's direction to us is to make progress. If single stream discussion in Fayetteville on a small scale keeps us from making progress, it's not the right first move. We adopt plans that have long term goals in it where we take

steps to advance and move in that direction. This is what we are doing here. We should be doing an updated rate study, today. The last one was in 1992. We have been able to sustain our rates for 25 years, but planning needs to be done. Staff needs to make equipment purchases now to do what we do currently, well. All the things on this plan got us to 50%. Providing services for multifamily individuals is a real challenge for us in the current method. We need a solution. This is a regional discussion. The city should not lose control of its waste stream so we know what is in it. I encourage you to adopt this plan.

Alderman Kinion moved to amend the resolution to the one handed out at tonight's City Council meeting. Alderman La Tour seconded the motion. Upon roll call the motion passed unanimously.

Alderman Petty: Thank you to staff for working so hard on this. I agree with everything Don Marr said. There are a lot of people in this community that wanted us to adopt the plan without an amendment. There are a lot of people who wanted us to totally reject the idea of single stream. Sometimes a middle way is better and it is true in this case. I am disappointed that this has been so political. We are taking huge step tonight. A bigger step than any other city in Arkansas has ever taken. We are being a leader. The fact finding that is in the report is immensely useful for decision making. We should be proud we are making an evidence based decision tonight and not a decision based on emotions. We have a program that as compared to what we've learned through this study and pilot, has us throwing away one pound for every three we should be recycling. Council and I hear you loud and clear that recycling happens when it gets turned into something else, otherwise it's just a different kind of landfill. That doesn't mean diversion isn't important. Our challenges are not merely behavioral. There are real structural issues. I like that we are going to do something for people who live in multifamily buildings. We need a minimum of 20,000 new housing units to meet population growth over the next 20 years. With the system we have today, we can only let them recycle if they are in predominately single family houses. If we were to build a local facility and the region started to coordinate on this issue in future years, our own facility would be superseded. I acknowledge these things take a long time to do when the collaboration is so complicated, but I am optimistic it will happen. The whole premise that proponents of single stream have argued is that the first systems and many of the systems that followed were absolutely terrible. The ones that are continuing to be operated that were on the leading or middle edge of this change in the markets are terrible. The premise we have been asked to consider is that technology has gotten better. There have been breakthroughs in technology that makes single stream system different than the ones that were built and are constantly cited as examples. We heard from Kessler that it is getting better all the time. I'm glad for the plan we have before us.

Mayor Jordan: This has been a little difficult because I usually see a strong unified environmental community. On this issue we seem to be somewhat divided. We have always been taught to not contaminate the waste stream. I want to protect the environment and keep it as clean as I possibly can. At the end of the day everyone wants a good recycling program. There are different opinions and that is what makes this city. When Kessler first came in, I thought we were looking at a regional approach to a state of the art Murph facility. That simply has not happened yet. I did not want to wait any longer on the food composting and the construction. Do not blame the staff because the staff works for the mayor. I directed them and then we took it to the Water & Sewer Committee.

Alderman Petty is correct that these are huge steps. The city is moving forward in a progressive manner. We are going to keep ongoing discussions regionally.

Alderman Kinion moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 49-17 as recorded in the office of the City Clerk

New Business:

Kessler Consulting, Inc.: A resolution to authorize Mayor Jordan to make a final payment to Kessler Consulting, Inc. in the amount of \$11,010.00 for extra work associated with the Solid Waste Reduction, Diversion, and Recycling Master Plan, and to approve a budget adjustment.

Jeff Coles, Recycling & Trash Collection Director gave a brief description of the resolution.

Alderman Long: I feel \$11,000 is a bit much for the bill that we are being presented with. To arrange a meeting with the editorial board and put together a Powerpoint presentation are things I do all day long and don't bill \$11,000. I don't think I can support this. Is there some explanation or extenuating circumstance?

Jeff Coles: We knew that due to the protracted nature of this consultancy of 20 months, it became apparent we were going to need them to come back again for another presentation. We entered into and negotiated with them.

Alderman Long: When did we know that?

Jeff Coles: It would have been prior to the September meeting.

Alderman Long: Is this not a budgeted item?

Jeff Coles: The contract was not amended and there was no contingency money. It was an oversight on my part.

Alderman Petty: In December the Council voted to bring them back when we tabled this. While I am surprised by the amount, I think paying it is the right thing to do.

Alderman La Tour: We should pay it because it is the responsible thing to do. We should learn from this process and do a better job.

Mayor Jordan: You are correct, John.

Don Marr: The staff reports to me. It is a lesson we have learned and we will make sure it doesn't happen again. In this particular case we audited the bill. We have hourly rates that were part of the RFP proposal process per individual for the hours they outlined. It is a large bill, but it is properly

billed for the rate disclosed in the RFP. We should have gotten this approval earlier and we apologize for that.

Alderman Long: I can't vote for this. The City of Fayetteville is being taken advantage of because of how far along we were in the process. They knew they had to come back and what other choice did we have.

Mayor Jordan: Staff works for the Chief of Staff and the Chief of Staff works for me. At the end of the day I am as responsible as anybody else.

Alderman Kinion moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the resolution passed 7-1. Alderman Marsh, Kinion, Petty, Tennant, Bunch, La Tour, and Gray voting yes. Alderman Long voting no.

Resolution 50-17 as recorded in the office of the City Clerk

RZN 16-5667 (1918 S. Garland Ave./Anderson): An ordinance to rezone that property described in rezoning petition RZN 16-5667 for about 0.32 acres located at 1918 S. Garland Avenue from I-1, Heavy Commercial & Light Industrial to RSF-8, Residential Single Family, 8 units per acre.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff supports the request. The Planning Commission voted 7-1 in favor of the request.

Alderman Marsh: I haven't received any feedback about this property. I hoped to see it go a little denser.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Marsh moved to suspend the rules and go to the third and final reading. Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5952 as Recorded in the office of the City Clerk

VAC 16-5687: (2790 N. Signet Place/Bowers): An ordinance to approve VAC 16-5687 for property located at 2790 N. Signet Place to vacate a portion of a general utility easement.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff supports the request. The Planning Commission recommends approval.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Tennant moved to suspend the rules and go to the third and final reading. Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5953 as Recorded in the office of the City Clerk

VAC 16-5688: (3300 WA. Grove Dr./Planet Fitness): An ordinance to approve VAC 16-5688 for property located at 3300 W. Grove Drive to vacate a Water/Sewer easement.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff supports the request. The Planning Commission voted 7-1 in favor of the request.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Long moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5954 as Recorded in the office of the City Clerk

Amendment to the 2017 Adopted Budget: A resolution to amend the 2017 adopted budget by re-appropriating \$63,137,158.00 in bonded or ongoing capital projects, outstanding obligations and grant funded items.

Paul Becker, Chief Financial Officer gave a brief description of the resolution.

Alderman Long moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 51-17 as recorded in the office of the City Clerk

Amend §110.02 Telecommunications Franchises: An ordinance to amend §110.02 **Telecommunications Franchises** of the City Code to include and incorporate references to competing local exchange carriers and any other telecommunications providers desiring to use city street rights of way.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: We have been receiving request to consider the installation of poles and other facilities for these competing local exchange carriers. Some of them have claimed they already received Certificate of Public Convenience and Necessity from the Public Service Commission. I looked at the current ordinance we have and not the one for cell towers, which is in a separate section and involves towers that are significantly higher power than what these mini towers would have. I thought it would be best to incorporate within our current ordinance rather than having to read a five or six page ordinance. Instead I incorporated competing local exchange carriers into that. We have been contacted by AT&T who has some questions and concerns about this. The reason I wanted to put it in with the other franchise is that it would a level playing field. They are wanting to use our rights of way which the cell tower companies usually don't have to. They are renting space on the ground somewhere. These will be in our right of way and be extremely close to our citizens. There is another complaint from AT&T that it was not every right of way within the city. Not every public easement, no trails right of way were included in here. I intentionally did that. No alleys, there are platted alleys all over town that aren't even built. I don't think our neighbors or citizens would like to see cell towers going up in their back yard just because there is a platted and unbuilt alley back there. I would rather see them on city streets. I gave considerable discretion to our Director of Planning to grant mini variances including the needs of the company as well as if there were other poles that are higher. We would like to see these located on utility poles or street light poles rather than building new poles. I am willing to work with AT&T and any other provider. My interest is protecting our citizens' rights and trying to obtain what we should for our right of way and to treat all the companies the same. Alderman Tennant asked me to leave it on the first reading and I agreed.

Alderman Marsh: I watched a utility company massacre a lot of trees adjacent to my office. Several of them were large and healthy trees. I would like to work into the consideration of approval is preservation of existing tree canopy.

City Attorney Kit Williams: I would love to see that. SWEPCO and Ozarks Electric are regulated by the Public Service Commission. They have basically the right to do what they want within our right of way to protect their property. We have gone through these battles before and it is a constant thing. We have talked with AEP and Ozarks Electric to try to have them moderate what they do. Except for discussions with them, that is about the only power we have with them. We can't put within any of our ordinances where they can't do what the PSC says they can do.

Alderman Marsh: I wonder if we are exasperating the problem by limiting the height of the poles. To the casual walker or driver in the neighborhood it doesn't matter if the pole is 20 feet or 40 feet. Maybe having taller poles would enable us to protect more tree canopy.

City Attorney Kit Williams: That is one of the things that the current planner can look at in the variance provisions. Maybe fewer poles if they are a little bit taller. These are not real high powered antennas on these. We need some sort of ordinance to provide a framework.

Alderman Tennant: I would appreciate leaving this on the first reading. I don't work for AT&T, I work for Verizon, but I don't work on the consumer side. I am on the enterprise side. One of the things I dislike the most about this city is some of the existing poles we have in different places. It takes away from our city's beauty.

This item was left on the First Reading.

Agenda Additions:

Arkansas General Assembly.....

52-17?

Announcements:

City Council Agenda Session Presentations: None

City Council Tour: None

Adjournment: 9:00 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

UNOFFICIAL

FAYETTEVILLE ARKANSAS

COMMUNITY PERCEPTIONS SURVEY 2016

WARD 4 PROFILE

Each Ward in Fayetteville has unique characteristics and an unique population. This profile was created to help guide understanding of the survey results for the general respondent pool (all responses) and each Ward.

1224 TOTAL RESIDENT RESPONDENTS

→ 221 WARD 4 RESPONDENTS

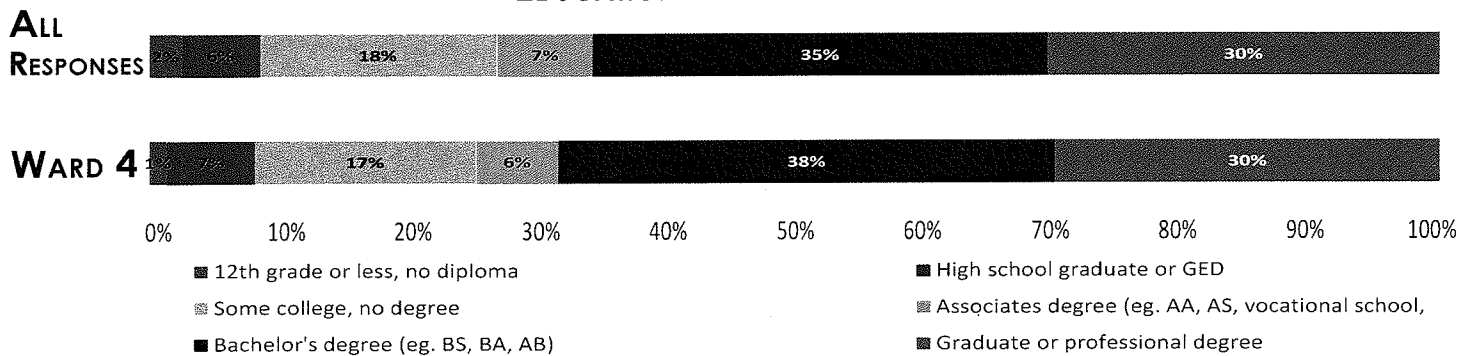
85% 4% 4% 1% 6%
WHITE BLACK LATINO ASIAN OTHER

The ethnic make-up of Ward 4 respondents closely resembles the general respondent pool

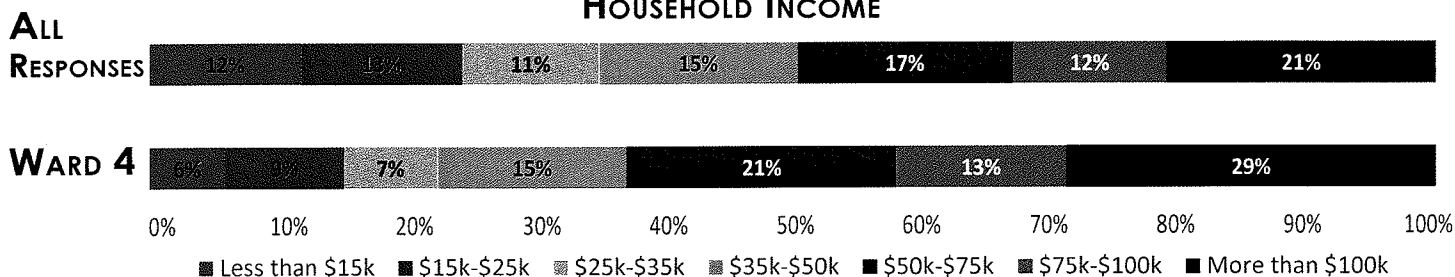
There were no significant variations between Ward 4 respondents and the general respondent pool in the following categories:

- GENDER
- AGE
- LENGTH OF RESIDENCE IN FAYETTEVILLE

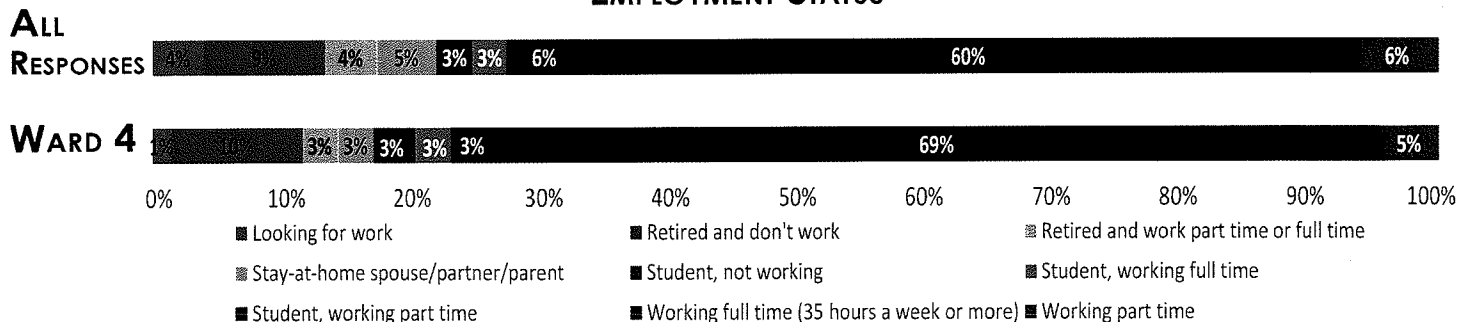
EDUCATIONAL ATTAINMENT



HOUSEHOLD INCOME



EMPLOYMENT STATUS



City of Fayetteville, Arkansas

*113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323*



Meeting Agenda - Tentative Agenda

Tuesday, February 28, 2017

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****1. [2017-0097](#)**

2016 4TH QUARTER FINANCIAL REPORT - PAUL BECKER, CHIEF FINANCIAL OFFICER

City Council Meeting Presentations, Reports and Discussion Items:**Agenda Additions****A. Consent:****A. 1 [2016-0570](#)**

APPROVAL OF THE FEBRUARY 21, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0100](#)**LEWIS FORD OF FAYETTEVILLE DODGE RAM 2500:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DODGE RAM 2500 REGULAR CAB, LONG BED TRUCK FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$21,443.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY FLEET OPERATIONS

Attachments: [LEWIS FORD DODGE RAM 2500](#)

A. 3 [2017-0101](#)**LEWIS FORD OF FAYETTEVILLE FORD C-MAX HYBRID:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A FORD C-MAX HYBRID FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$21,542.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY FLEET OPERATIONS

Attachments: [LEWIS FORD C-MAX HYBRID](#)

A. 4 [2017-0099](#)**PROFESSIONAL TURF PRODUCTS, L.P.:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A TORO SAND PRO 5040 FROM PROFESSIONAL TURF PRODUCTS, L.P. OF TULSA, OKLAHOMA IN THE AMOUNT OF \$23,423.95 PURSUANT TO NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CONTRACT #120535 FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: [PROFESSIONAL TURF PRODUCTS, L.P.](#)

A. 5 [2017-0116](#)**BID NO. 17-25 SUPERIOR GENERAL CONTRACTORS, INC.:**

A RESOLUTION TO AWARD BID NO. 17-25 AND APPROVE A CONSTRUCTION CONTRACT WITH SUPERIOR GENERAL CONTRACTORS, INC. FOR THE CORPORATE HANGAR ROOF REHABILITATION PROJECT AT DRAKE FIELD IN THE AMOUNT OF \$93,462.00 WITH A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,673.10, CONTINGENT UPON RECEIPT OF A 90-10 GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS

Attachments: [BID NO. 17-25 SUPERIOR GENERAL CONTRACTORS, INC.](#)

A. 6 [2017-0077](#)**AFTERGLOW LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH EXCLUSIVE FLIGHT, LLC D/B/A AFTERGLOW AIRCRAFT SERVICES FOR THE HANGAR LOCATED AT 4580 S. SCHOOL AVENUE IN THE AMOUNT OF \$2,400.00 PER MONTH

Attachments: [AFTERGLOW LEASE AGREEMENT:](#)

A. 7 [2017-0061](#)**PARKS AND RECREATION DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$5,545.00 REPRESENTING DONATIONS TO THE PARKS AND RECREATION DEPARTMENT IN 2016

Attachments: [PARKS AND RECREATION DONATION REVENUE](#)
 [BA_PARKS AND RECREATION DONATION REVENUE](#)

A. 8 [2017-0105](#)**KESSLER MOUNTAIN REGIONAL PARK CONCESSION STANDS:**

A RESOLUTION TO APPROVE A TEN MONTH CONTRACT WITH JAMES AND JEWEL MORROW WITH A ONE YEAR AUTOMATIC RENEWAL FOR 2018 TO PROVIDE FOR OPERATION OF THE CONCESSION STANDS AT KESSLER MOUNTAIN REGIONAL PARK SOCCER COMPLEX, GARY HAMPTON SOFTBALL COMPLEX, LAKE FAYETTEVILLE SOFTBALL COMPLEX, AND WILSON PARK POOL

Attachments: [KESSLER MOUNTAIN REGIONAL PARK CONCESSION STANDS](#)

A. 9 [2017-0080](#)**ANIMAL SERVICES DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,777.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES IN NOVEMBER AND DECEMBER OF 2016

Attachments: [ANIMAL SERVICES DONATION REVENUE](#)
 [BA_ANIMAL SERVICES DONATION REVENUE](#)

A. 10 [2017-0103](#)**K-9 OFFICER REPLACEMENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT OF \$12,000.00 FOR A REPLACEMENT OF OUR CURRENT K-9 OFFICER AND FOR TUITION FOR THE NEW K-9 OFFICER AND ITS HANDLER

Attachments: [K-9 OFFICER REPLACEMENT](#)
 [BA_K-9 OFFICER REPLACEMENT](#)

A. 11 [2017-0112](#)**FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,000.00 RECOGNIZING REVENUE FROM THE COURT AUTOMATION FUND FOR UPGRADES TO THE VIDEO ARRAIGNMENT EQUIPMENT USED BY THE FAYETTEVILLE DISTRICT COURT

Attachments:[FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT](#)[BA_FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT](#)**A. 12** [2017-0091](#)**INSITUFORM TECHNOLOGIES, INC.:**

A RESOLUTION TO APPROVE THE FINAL CONTRACT EXTENSION WITH INSITUFORM TECHNOLOGIES, INC. AND TO APPROVE AN AUTHORIZATION OF UP TO \$330,000.00 FOR SEWER REHABILITATION PROJECTS IN 2017 USING CURED-IN-PLACE SANITARY SEWER LININGS

Attachments:[INSITUFORM TECHNOLOGIES, INC.](#)**A. 13** [2017-0107](#)**ENVIRONMENTAL CONSULTING OPERATIONS, INC. AMENDMENT 3:**

A RESOLUTION TO APPROVE AMENDMENT 3 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$56,500.00 FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT IN 2017

Attachments:[ECO INC AMENDMENT 3](#)**A. 14** [2017-0106](#)**GULLEY PARK TRAIL IMPROVEMENTS:**

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS FOR GULLEY PARK TRAIL IMPROVEMENTS

Attachments:[GULLEY PARK TRAIL IMPROVEMENTS](#)

A. 15 [2017-0104](#)**FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS:**

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS AND AUTHORIZE APPLICATION FOR A 20% LOCAL MATCH GRANT THROUGH THE ARKANSAS TRANSPORTATION ALTERNATIVES PROGRAM IN AN AMOUNT UP TO \$500,000.00 FOR THE CONSTRUCTION OF THE SHARED USE TRAIL ON THE WEDINGTON DRIVE BRIDGE ACROSS INTERSTATE 49

Attachments: [FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS](#)

B. Unfinished Business:**B. 1** [2017-0076](#)**AMEND §110.02 TELECOMMUNICATIONS FRANCHISES:**

AN ORDINANCE TO AMEND §110.02 **TELECOMMUNICATIONS FRANCHISES** OF THE CITY CODE TO INCLUDE AND INCORPORATE REFERENCES TO COMPETING LOCAL EXCHANGE CARRIERS AND ANY OTHER TELECOMMUNICATIONS PROVIDERS DESIRING TO USE CITY STREET RIGHTS OF WAY
LEFT ON THE FIRST READING

Attachments: [AMEND §110.02 TELECOMMUNICATIONS FRANCHISES](#)

At the February 21, 2016 City Council Meeting this ordinance was left on the first reading.

C. New Business:**C. 1** [2017-0110](#)**GRANICUS, INCORPORATED:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE-YEAR CONTRACT WITH GRANICUS, INCORPORATED IN THE AMOUNT OF \$42,765.06 FOR 2017 WITH FOUR POSSIBLE ANNUAL RENEWALS WITH A 3% COST INCREASE EACH YEAR

Attachments: [GRANICUS, INCORPORATED](#)

C. 2 [2017-0109](#)**JMSH, LLC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND TO APPROVE A COST SHARE AGREEMENT WITH JMSH, LLC. FOR THE INSTALLATION OF WATER AND SEWER MAINS ALONG A PORTION OF NORTH ASSEMBLY DRIVE NORTH OF EAST MAPLE STREET WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$31,800.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,360.00 FOR A TOTAL OF \$38,160.00

Attachments: [JMSH LLC](#)

C. 3 [2017-0059](#)**U.S. GEOLOGICAL SURVEY:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2017 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED \$61,721.00

Attachments: [U.S. GEOLOGICAL SURVEY](#)

C. 4 [2017-0102](#)**AMEND § 160.02 OFFICIAL ZONING MAP:**

AN ORDINANCE TO AMEND § 160.02 **OFFICIAL ZONING MAP** OF THE UNIFIED DEVELOPMENT CODE TO ADOPT A DIGITAL FORMAT FOR THE CITY OF FAYETTEVILLE'S OFFICIAL ZONING MAP

Attachments: [AMEND § 160.02 OFFICIAL ZONING MAP](#)

C. 5 [2017-0096](#)**2017 TOTAL COMPENSATION IMPLEMENTATION AND COMPENSATION PHILOSOPHY:**

A RESOLUTION TO APPROVE AN UPDATED COMPENSATION PHILOSOPHY, TO ACCEPT THE JOHANSON GROUP CLASSIFICATION, COMPENSATION AND BENEFITS STUDY REPORT AND ADOPT THE RECOMMENDATIONS OF THE REPORT, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,700,300.00 TO IMPLEMENT THE 2017 COMPENSATION PLAN

Attachments: [2017 TOTAL COMPENSATION IMPLEMENTATION AND COMPENSATION PHI](#)
[BA 2017 TOTAL COMPENSATION IMPLEMENTATION AND COMPENSATION](#)

C. 6 [2017-0118](#)**THEATRESQUARED PROPOSED PROJECT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT OF THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000.00) TO INVEST IN THE THEATRESQUARED PROPOSED PROJECT TO BE BUILT ON CITY PROPERTY LEASED TO THEATRESQUARED, INC.

Attachments: [THEATRESQUARED PROPOSED PROJECT](#)
[BA THEATRESQUARED PROPOSED PROJECT](#)

D. City Council Agenda Session Presentations:**D. 1** [2017-0051](#)

AGENDA SESSION PRESENTATION - COMMUNITY SURVEY BY PETER NIERENGARTEN

E. City Council Tour:**F. Announcements:****G. Adjournment**

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment then queue behind the podium. When the Mayor or Chair recognizes you, approach the podium and give your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn at the microphone for discussion of an agenda item.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda Additions: A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda: Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old Business and New Business: Presentations by Staff and Applicants: Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

Public Comments: Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk's Office no later than 9:00 A.M. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0097

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: 1.

2016 4TH QUARTER FINANCIAL REPORT - PAUL BECKER, CHIEF FINANCIAL OFFICER



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0570

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE FEBRUARY 21, 2017 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0100

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

LEWIS FORD OF FAYETTEVILLE DODGE RAM 2500:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DODGE RAM 2500 REGULAR CAB, LONG BED TRUCK FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$21,443.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY FLEET OPERATIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Dodge Ram 2500 regular cab, long bed truck from Lewis Ford of Fayetteville, Arkansas in the amount of \$21,443.00, pursuant to a state procurement contract, for use by Fleet Operations.

City of Fayetteville Staff Review Form

2017-0100

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn

2/15/2017

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one Dodge Ram 2500 regular cab, long bed available for the State Contract price of \$21,443.00 through Lewis Ford of Fayetteville, AR for use in the Fleet Operations Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02078.2015

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 88,763.94

Funds Obligated \$ -

Current Balance \$ 88,763.94

Does item have a cost? Yes

Item Cost \$ 21,443.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 67,320.94

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 7, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: February 15, 2017

SUBJECT: Purchase of one Truck for Fleet Department

RECOMMENDATION:

That City Council approve the purchase of one Dodge Ram 2500 regular cab, long bed available for the State Contract price of \$21,443.00 through Lewis Ford of Fayetteville, AR for use in the Fleet Operations Department.

BACKGROUND:

Unit 2091 is a 2006 Chevrolet Silverado 1500 that has exceeded the 10 year life expectancy and has 103% of life to date maintenance cost. This vehicle is used in the Fleet department to drive all over NW Arkansas and pick up or drop off parts that are needed for the City's vehicles. It is driven every day and is an essential tool to keeping our fleet up and running. We believe the long bed will be beneficial and safer when transporting large cylinders.

DISCUSSION:

Fleet recommends the purchase of one Dodge Ram 2500 regular cab, long bed available for the State Contract price of \$21,443.00 through Lewis Ford of Fayetteville, AR for use in the Fleet Operations Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted for this purchase. There is a shortfall in collection, however this should be made up in the sale of the old unit.

This purchase was approved by the Equipment Committee on February 14, 2017.

Attachments:



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0101

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

LEWIS FORD OF FAYETTEVILLE FORD C-MAX HYBRID:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A FORD C-MAX HYBRID FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$21,542.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY FLEET OPERATIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Ford C-Max Hybrid from Lewis Ford of Fayetteville, Arkansas in the amount of \$21,542.00, pursuant to a state procurement contract, for use by Fleet Operations.

City of Fayetteville Staff Review Form

2017-0101

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn

2/15/2017

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one Ford C-Max Hybrid for the State Contract price of \$21,542.00 available through Lewis Ford of Fayetteville, AR for use in the Fleet Operations Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02081.2016

Police/Passenger Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 338,413.78

Funds Obligated \$ -

Current Balance \$ 338,413.78

Does item have a cost? Yes

Item Cost \$ 21,542.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 316,871.78

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 7, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: February 15, 2017

SUBJECT: Purchase of one Sedan for Fleet Department

RECOMMENDATION:

That City Council approve the purchase of one Ford C-Max Hybrid for the State Contract price of \$21,542.00 available through Lewis Ford of Fayetteville, AR for use by the Fleet Operations Department.

BACKGROUND:

Unit 1162 is a 2007 Ford Taurus that has reached its 10 year life expectancy and has 91% of its original purchase price in life to date maintenance cost. This vehicle is in Fleet's rental pool and is used when another unit is being repaired or if an employee needs to travel for business.

DISCUSSION:

Fleet recommends the purchase of one Ford C-Max Hybrid for the State Contract price of \$21,542.00 available through Lewis Ford of Fayetteville, AR for use by the Fleet Operations Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted but not collected for this purchase. We do not anticipate the \$3,600 shortfall to be made up with the sale of the old unit, however the difference in fuel efficiency should make up the remainder. According to advertised mileage the C-Max should get 22 miles more to the gallon in town than the Ford Fusion would.

This purchase was approved by the Equipment Committee on February 14, 2017.

Attachments:



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0099

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

PROFESSIONAL TURF PRODUCTS, L.P.:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A TORO SAND PRO 5040 FROM PROFESSIONAL TURF PRODUCTS, L.P. OF TULSA, OKLAHOMA IN THE AMOUNT OF \$23,423.95 PURSUANT TO NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CONTRACT #120535 FOR USE BY THE PARKS AND RECREATION DEPARTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Toro Sand Pro 5040 from Professional Turf Products, L.P. of Tulsa, Oklahoma in the amount of \$23,423.95 pursuant to National Intergovernmental Purchasing Alliance Contract #120535 for use by the Parks and Recreation Department.

City of Fayetteville Staff Review Form

2017-0099

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn

2/15/2017

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one Toro Sand Pro 5040 for the National IPA Contract price of \$23,423.95 available through Professional Turf Products, L.P. of Tulsa, OK for use by the Parks Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02080.2017

Other Equipment

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 952,500.00

Funds Obligated \$ -

Current Balance \$ 952,500.00

Does item have a cost? Yes

Item Cost \$ 23,423.95

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 929,076.05

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 7, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: February 15, 2017

SUBJECT: Purchase of one Toro Sand Pro for Parks Department

RECOMMENDATION:

That City Council approve the purchase of one Toro Sand Pro 5040 for the National IPA Contract price of \$23,423.95 available through Professional Turf Products, L.P. of Tulsa, OK for use by the Parks Department.

BACKGROUND:

This expansion was approved with the 2017 budget and will be used on the four new baseball fields that are being added at the Regional Park. These additional fields will require an additional groomer to prepare the fields daily for games.

DISCUSSION:

Fleet recommends the purchase of one Toro Sand Pro 5040 for the National IPA Contract price of \$23,423.95 available through Professional Turf Products, L.P. of Tulsa, OK for use by the Parks Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted for this purchase.

This purchase was approved by the Equipment Committee on February 14, 2017.

Attachments:



Professional Turf Products, L.P.
 3621 So. 73rd East Ave, Bldg. 1
 Tulsa, Oklahoma 74145
 Aron Mock
 (888) 776-8873 ext. 5472
 mockoa@proturf.com



Ship To	City Of Fayetteville - Parks & Rec.	Date	1/30/2017
Bill To	NAT'L IPA	Tax Rate	
Contact	Jesse Beeks	Destination	2.50%
Address	200 Fleetwood Dr.	Trade-In	
City	Fayetteville, AR	Finance	
State	AR	Account Type	Contract
Postal Code	72701	Comments:	
Phone			
Fax			

Proposal

Qty	Model #	Description	Unit	Extended
1	08705	Sand Pro 5040	\$ 16,030.22	\$ 16,030.22
1	08712	Front Lift Frame ASM	\$ 1,430.28	\$ 1,430.28
1	08781	Rear Remote Hydro	\$ 1,539.76	\$ 1,539.76
1	08782	Front Remote Hydraulics	\$ 523.16	\$ 523.16
1	30035	400 Hour Filter Maintenance Kit	\$ 84.21	\$ 84.21
1	TS GL650 T7-C	Groomer with HD and Springtine Scarifier - includes hitch, lift system, mounting bracket, broom, hardware (FI)	\$ 3,245.00	\$ 3,245.00
		SandPro 5040		\$ 22,852.63

SubTotal	\$	22,852.63
Destination	\$	571.32
Tax (Estimated)	\$	-
TOTAL	\$	23,423.95



VENDOR WEBSITE

- Overview
- Contract Documents
- Contacts
- Grounds Maintenance Equipment Contract
- Grounds Keeping Products and Services Contract
- Grounds & Golf
- Sentinel Irrigation
- BOSS Snow and Ice Control
- Underground & Construction Equipment
- Professional Contractor
- Irritrol Professional Irrigation

National IPA is pleased to offer the following solutions with Toro:

- Grounds Maintenance Equipement (Contract #120535 awarded by City of Tucson, AZ)
- Grounds Keeping Products and Services (Contract #R141201 awarded by Region 4 Education Service Center)

Contract details available in tabs to the left.



About The Toro Company

The Toro Motor Company was founded on July 10, 1914 to provide engines for one of the early leaders in the tractor field, The Bull Tractor Company of Minneapolis. Although established as an independent company, the name "Toro" was chosen due to the company's association with Bull Tractor. Following Bull Tractor's untimely demise, Toro shifted its focus to the mowing industry. It was then, in 1919, that Toro was approached by the Minikahda Club in Minneapolis to create a motorized fairway mower to replace horse-drawn equipment. By mounting five lawn mowers onto the front of a farm tractor, Toro developed the Standard Golf Machine and helped create the motorized golf course equipment industry. Today, Toro is a global leader in turf and landscape maintenance equipment and irrigation solutions to help public sector agencies, and non-profits, care for golf courses, landscapes, sports fields, public green spaces, commercial and residential properties and agricultural fields.

[Read more](#) about The Toro Company history.

Toro Celebrates a Century of Innovation:

Click here to read about Toro's 100 year history.

The Toro Press Room:

Get the latest news from Toro Sports Fields & Municipal Press Releases [HERE](#).



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0116

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

BID NO. 17-25 SUPERIOR GENERAL CONTRACTORS, INC.:

A RESOLUTION TO AWARD BID NO. 17-25 AND APPROVE A CONSTRUCTION CONTRACT WITH SUPERIOR GENERAL CONTRACTORS, INC. FOR THE CORPORATE HANGAR ROOF REHABILITATION PROJECT AT DRAKE FIELD IN THE AMOUNT OF \$93,462.00 WITH A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,673.10, CONTINGENT UPON RECEIPT OF A 90-10 GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 17-25 and approves a construction contract with Superior General Contractors, Inc. for the Corporate Hangar Roof Rehabilitation Project at Drake Field in the amount of \$93,462.00, and further approves a project contingency in the amount of \$4,673.10, contingent upon receipt of a 90-10 grant from the Arkansas Department of Aeronautics.

City of Fayetteville Staff Review Form

2017-0116

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

2/17/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to accept the low bid of \$93,462.00, approve a 5% project contingency of \$4,673.10, and execute a construction contract with Superior General Contractors, Inc. to complete the Corporate Hangar Roof Rehabilitation project at Fayetteville – Drake Field. Contract execution will be subject to receipt of a 90-10 grant from the Arkansas Department of Aeronautics.

Budget Impact:

5550.760.3960.5400.00

Airport

Account Number

Fund

13025.1

Airport Roof Replacements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 136,378.00

Funds Obligated \$ -

Current Balance \$ 136,378.00

Does item have a cost? Yes

Item Cost \$ 110,212.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 26,166.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

TO: Lioneld Jordan, Mayor

THRU: City Council Members
Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

Date: 2/17/2017

SUBJECT: Corporate Hangar Roof Rehabilitation Bid & Contract Approval

RECOMMENDATION:

Staff requests approval for the Aviation Division to accept the low bid of \$93,462.00, approve a 5% project contingency of \$4,673.10, and execute a construction contract with Superior General Contractors, Inc. to complete the Corporate Hangar Roof Rehabilitation project at Fayetteville – Drake Field. Contract execution will be subject to receipt of a 90-10 grant from the Arkansas Department of Aeronautics.

BACKGROUND:

Last year, the Aviation Division commissioned a review of all roofs for city-owned buildings on the airfield. This review began after years of trying to maintain our 30+ year-old hangar roofs. Recently, our maintenance staff has been unable to stop leaks, as the source of the leaks has become more widespread across the roofs. These leaks are an inconvenience to our tenants, some of whom perform maintenance in their hangars. They are also a safety / slip hazard, and we have already had one claim against the City when a tenant slipped on a puddle in their hangar.

DISCUSSION:

The Aviation Division approached the Arkansas Department of Aeronautics to inquire about a grant that would fund the rehabilitation hangar roofs. As a result of this inquiry, a bid package was developed for the rehabilitation of three corporate hangars on the airfield. The sealed bid process for this project has been completed and a total of four bids were received at the bid opening on February 14, 2017. Superior General Contractors, Inc. submitted the low bid on the project of \$93,462.00. The Engineer's Estimate for the construction cost was \$175,000.00. A breakdown of the expected project funding is included below.

BUDGET/STAFF IMPACT:

ADA:	\$99,190.80
City of Fayetteville:	\$11,021.20
TOTAL:	\$110,212.00

The Aviation Division will expend a portion of its fund balance reserve, \$11,021.20, in order to match 10% of the total project cost, plus any additional Change Orders up to 5% of the approved project budget or \$4,673.10.

ATTACHMENTS:

SRF
SRM
Bid Tab
Lower Bid Docs
Project Exhibit



CITY OF FAYETTEVILLE, ARKANSAS

Bid 17-25, Construction - FYV Corporate Hangar Roof Rehab

OFFICIAL BID TABULATION

Certification of Funds: \$175,000.00

BID OPENING: 02/14/2017; 2:00 PM

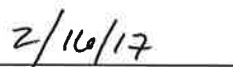
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Arkansas Roofing Kompany		Bowser's Metal Roofing LLC		Franklin and Son, Inc.		Superior General Contractors Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	South Delta Aviation Hangar Roof Rehabilitation	LS	1	\$ 49,921.00	\$ 49,921.00	\$ 57,420.00	\$ 57,420.00	\$ 72,583.00	\$ 72,583.00	\$ 39,998.00	\$ 39,998.00
2	A & P Facility Roof Rehabilitation	LS	1	\$ 29,960.00	\$ 29,960.00	\$ 29,347.00	\$ 29,347.00	\$ 36,057.00	\$ 36,057.00	\$ 26,732.00	\$ 26,732.00
3	Wings Avionics Roof Rehabilitation	LS	1	\$ 29,960.00	\$ 29,960.00	\$ 33,103.00	\$ 33,103.00	\$ 40,740.00	\$ 40,740.00	\$ 26,732.00	\$ 26,732.00
TOTAL BASE BID				\$	109,841.00	\$	119,870.00	\$	149,380.00	\$	93,462.00

*Highlighting Notes Corrected Calculation Error

CERTIFIED:


Andrea Rennie, CPPO, CPPB, Purchasing Manager


Witness


Date

010480 - BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the bid submission. All forms must be included as indicated for a bid to be considered a complete, responsive bid. Appropriate signatures and date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected. **This sheet will serve as the cover sheet for the bid submission.**

Spec. Section	Description	Completed*
	Acknowledgement of All Addenda (1)	☒
	Bid contains the following forms:	
010200	1. Insurance Coverages (Current Auto and Liability Insurance)	☒
010300	2. Bid Bond	☒
010400	3. Proposal (including Unit Price Schedule – if applicable)	☒
010420	4. Statement of Bidder's Qualifications	☒
010440	5. List of Proposed Subcontractors	☒

*Check when filled out, signed, and included with submission of bid packet.

Within ten (10) days after Notice of Award:

Bidder acknowledges that within ten (10) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the contract:

010600	1. Contract (all pages and supporting documents)
010700	2. Performance Bond
010720	3. Payment Bond
010800	4. Completed Certificates of Insurance

Prior to Construction:

Contractor required to submit Construction Schedule before construction begins.

Seal (if incorporated)

Bidder Name:

Superior General Contractor

Address:

28 Chinook Cr.

City, State, Zip Code:

North Little Rock Ar. 72114

Contractor Number:

0082050417

Contact Name:

Skip Spence

Title:

Pres.

Contact Number:

501-551-0800

Contact Email:

Superiorgc@yahoo.com

Signature of Authorized Agent for Bidder:

Skip Spence

Date:

2-13-17

010400 - PROPOSAL

Place Fayetteville

Date 2-13-17

Proposal of Superior General Contractors

a corporation organized and existing under the laws of the State of Arkansas

Tax ID Number (TIN): 71-0837077

DUNS #: 801201414

CAGE Code: 4T1E4

or

Proposal of _____

a partnership consisting of _____

or

Proposal of _____

an individual doing business as _____

To: City of Fayetteville

This bid results from your advertisement for bids for the construction of the **FYV Corporate Hangar Roof Rehabilitation**.

The undersigned Bidder, having visited the site of the work, having examined the Specifications and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Specifications and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Specifications and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within the time limits outlined below (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents):

Substantial Completion: Ninety (90) consecutive calendar days

Final Project Acceptance: One hundred twenty (120) consecutive calendar days

Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in SPECIAL PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

addendum 1 and _____
_____ and _____
_____ and _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is a ~~cashier's check~~/bid bond (*strike one*)

in the amount of four thousand six hundred twenty three Dollars (\$ 4,673.¹⁰),
being not less than five percent (5%) of the total amount of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

**CITY OF FAYETTEVILLE
CORPORATE HANGAR ROOF REHABILITATION
UNIT PRICES**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	070100-1	South Delta Aviation Hangar Roof Rehabilitation	LS	1	\$ 39,998 ⁰⁰	\$ 39,998 ⁰⁰
2	070200-2	A & P Facility Roof Rehabilitation	LS	1	26,732 ⁰⁰	26,732 ⁰⁰
3	070300-3	Wings Avionics Roof Rehabilitation	LS	1	26,732 ⁰⁰	26,732 ⁰⁰
Total Bid						\$ 93,462 ⁰⁰

010420 - STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. *Superior General Contr's Inc. (Skip Spence)*
2. Permanent main office address. *26 Chinook Cr. N.R. Ar 72114*
3. When organized. *3-1-2000*
4. If a corporation, where incorporated. *ARKANSAS*
5. How many years have been engaged in the contracting business under your present firm or trade name? *16 years + 7 as independant*
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). *(1) April 15th \$68,000 (2) \$82,000 May 30th*
(3) June 28th \$92,000
7. General character of work performed by your company. *Comm roofing & residential home repairs*
8. Have you ever failed to complete any work awarded to you? *No*
9. Have you ever defaulted on a Contract? *No*
If so, where and why? *✓*
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? *No*
If so, where and why? *No*
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. *Historic Bldg Batesville, TPO \$28,000*
(2) Hanger - 32,000 S.F. City Hot Spr. \$84,000 SILICONE COATING. Sept. 2016
12. List your major equipment available for this Contract. *High Pressure Washers 3-42000 PSI (Painting equip req.)*
13. Experience in construction work similar in importance to this project. *Hot Springs Hanger 32,000 Silicone Coating*
14. Background and experience of the principal members of your organization, including the officers. *1. Safety Inspector - Germane - Workers of all fields*
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? *yes*
16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications. *Yes*

010440 - LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

For Annual Gross Receipts:

- Enter 1 for Less than \$1 Million
- Enter 2 for More than \$1 Million, Less than \$5 Million
- Enter 3 for More than \$5 Million, Less than \$10 Million
- Enter 4 for More than \$10 Million, Less than \$15 Million
- Enter 5 for More than \$15 Million

NONE

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

Date Firm Established:

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

Date Firm Established:

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

Date Firm Established:

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

Date Firm Established:

17. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the preceding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

- (a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
- (b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
- (c) Criminal proceedings.

Dated at 1:05 pm this 13th day of Feb, 20 17.

Bidder: Superior Gen Contr's Inc

By: Wallis M. Spence
Signature

Wallis M. Spence - owner
Print Name and Title

STATE OF Arkansas)
COUNTY OF Faulkner) SS.

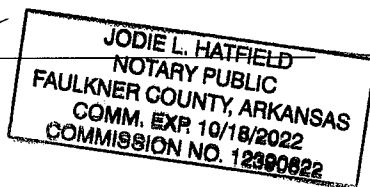
Wallis M Spence being duly sworn deposes and says that he is
an owner of Superior General Contractors Inc
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this 13th day of February 20 17.

Jodie L. Hatfield
(Notary Public)

My Commission Expires:

10/18/22



Bidder (General Contractor): SUPERIOR GENERAL CONTR. INC.,
Arkansas License No.: 0082050417
Address: 28 Chinook Cr. NLR at 72116
Date Firm Established: 3-1-2000
Annual Gross Receipts (enter the range only): 170,000
By: Wallis M. Spence *
Title: Pres & Owner

*Signature must be the same as on the Proposal form.

Notes:

- (1) General contractor and subcontractors shall have a certificate of license with the proper classification from the State Contractors Licensing Board before his or her bid is submitted.
- (2) Certificates of license shall be provided with this form at the time of the bid opening.

SEAL (If Bidder is a Corporation)

Attest:

Signature

LEE A. MILLER, CPA
Print Name

Bidder:

Superior General Contractors Inc.

By:

Signature

Wallis M. Spence - PRESIDENT
Print Name and Title

28 CHINOOK CR.

NO. LITTLE ROCK AVE
Address

72116

SAME

Office Address of Bidder

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Unit Price Schedule.



City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: 17-25

Description: CONSTRUCTION - FV Corporate Hangar Roof Rehab

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 01 / 26 / 2017

Time: 10:00 AM

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Les McGaugh	City of Fay	Purch Agent	479-575-8220	lmcgaugh@
2	Rachel Brown	City of Fayetteville	Purch Clerk	575-8304	rbrown@
3	Ben Perea	Garver	Project Engineer	479-527-9100	BPerea@garverusa.com
4	Spencer Haslett	Franklin & Son	General Manager	479-409-8495	sbslett@fsroof.com
5	Summer Fallen	City of Fayetteville	Field Coordinator	479-741-7641	sfallen@fayetteville-ar.gov
6	Wade Sherwin	"	Facilities Mgmt	575-8361	wsherwin@
7	Akiya Spencer	Superior Concrete	owner	501-551-0800	superiorc@yaho.com
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

STATEMENT OF INTENT TO PA PREVAILING WAGES

PROJECT: **FYV CORPORATE HANGAR ROOF REHABILITATION
DRAKE FIELD AIRPORT
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 16-354** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

	Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor	<i>Superior Gen. Contr.</i>	<i>28 Chinook Cr. NLR Ar 72116</i>	<i>501-551-0800</i>	<i>Shirley Spence owner</i>
Electrical Subcontractor				
Mechanical Subcontractor				
Plumbing Subcontractor				
Roofing/ Sheet Metal Subcontractor				

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR **WITHIN 30 DAYS OF THE NOTICE TO PROCEED** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

BID BOND
(Percentage)

Bond No. 63069834

KNOW ALL PERSONS BY THESE PRESENTS, That we Superior General Contractors, Inc.
of 28 Chinook Cir., North Little Rock, AR 72116

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto CITY OF FAYETTEVILLE, ARKANSAS

~~of~~ _____, hereinafter referred to as the Oblige, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
BID 17-25, CONSTRUCTION - FYV CORPORATE HANGAR ROOF REHABILITATION - DRAKE FIELD
AIRPORT, AS SPECIFIED

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 14th day of February, 2017.

Principal

Superior General Contractors, Inc.

BY: Wallis Spence

Surety

WESTERN SURETY COMPANY

BY: Sarah Elizabeth Crowder
Sarah Elizabeth Crowder, Attorney-in-Fact



COPY

BID BOND
(Percentage)

Bond No. 63069834

KNOW ALL PERSONS BY THESE PRESENTS, That we Superior General Contractors, Inc.
of 28 Chinook Cir., North Little Rock, AR 72116

, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto CITY OF FAYETTEVILLE, ARKANSAS

~~of~~ _____, hereinafter referred to as the Obligee, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
BID 17-25, CONSTRUCTION - FYV CORPORATE HANGAR ROOF REHABILITATION - DRAKE FIELD
AIRPORT, AS SPECIFIED

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 14th day of February, 2017.

Principal

Superior General Contractors, Inc.

BY: _____

Surety

WESTERN SURETY COMPANY

BY: _____
Sarah Elizabeth Crowder, Attorney-in-Fact

Western Surety Company



COPY

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63069834

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Sarah Elizabeth Crowder

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Superior General Contractors, Inc.

Obligee: CITY OF FAYETTEVILLE, ARKANSAS

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of May 15th, 2017, but until such time shall be irrevocable and in full force and effect.

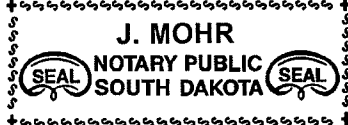
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 14th day of February, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President



On this 14th day of February, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of February, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

State of Arkansas
Commercial Contractors Licensing Board

SUPERIOR GENERAL CONTRACTORS, INC.
28 CHINOOK CIRCLE
NORTH LITTLE ROCK, AR 72116

SUPERIOR GENERAL CONTRACTORS, INC.

This is to Certify That _____

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

SPECIALTY

Roofing, Roof Decks

Special Coatings or Applications, Caulking, Waterproofing

with the following suggested bid limit \$250,000

from April 8, 2016 until April 30, 2017

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



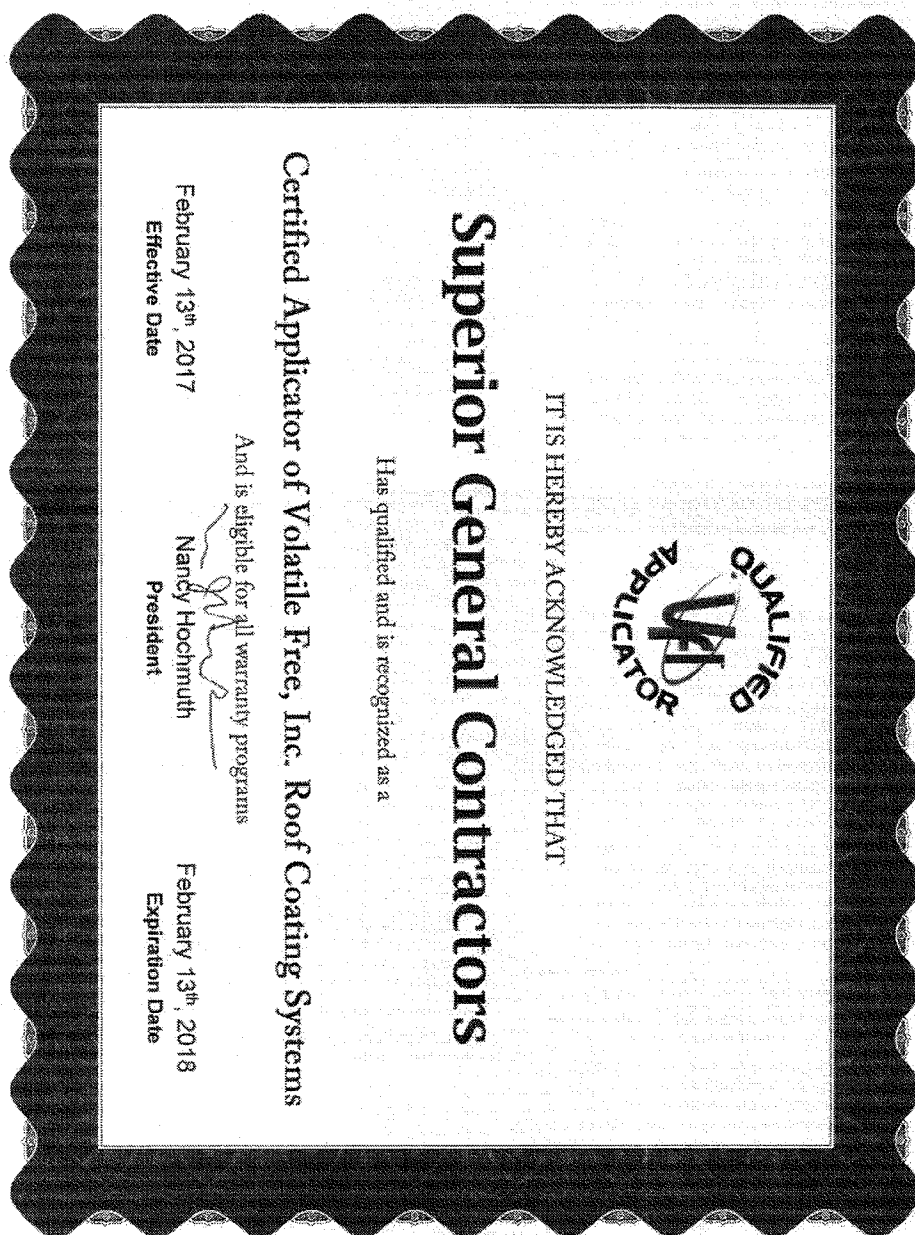
John B. Gayson

CHAIRMAN

Ray [Signature]

SECRETARY

April 8, 2016 - da



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Providing Insurance and Financial Services



4700 S Providence Rd
Columbia MO 65217

Attached as requested are your replacement insurance identification cards. If the attached cards are not accepted by a law enforcement agency or your Department of Motor Vehicle office, please contact your agent to receive additional assistance.

Thank you for choosing State Farm for your insurance needs.

M

IMPORTANT - IDENTIFICATION CARDS
STATE FARM

**ARKANSAS
INSURANCE CARD**

State Farm Mutual Automobile Insurance Company
4700 S Providence Rd Columbia MO 65217

INSURED **SPENCE, WALLIS**
28 CHINOOK CIR
N LITTLE ROCK AR 72116-5301

MUTL
VOL

POLICY NUMBER **131 2315-F21-04D** EFFECTIVE
YR **2006** MAKE **CHEVROLET** DEC 21 2016 TO JUN 21 2017
MODEL **TRAILBLAZE** VIN **1GNDT13S262332666**
AGENT **JAMES D SCOTT INS AGCY INC**
PHONE **(501)753-6388** NAIC **25178** **1385-B41**

COVERAGES A C D250 G500 H R1 U U1 S1 T1 W

THIS CARD MUST BE KEPT IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND.
THE COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW.

IF YOU HAVE AN ACCIDENT - NOTIFY THE POLICE IMMEDIATELY
1. Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/states of vehicles.
2. Don't admit fault or discuss the accident with anyone but State Farm or police.
3. Promptly notify your agent, log on to statefarm.com®, or visit State Farm Pocket Agent® to file a claim.

For Emergency Road Service call 1-877-627-5757.
EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.
How to identify your coverage. See policy for full name and definition

A Liability	L Physical Damage	T Total Disability
C Medical Payments	R Car Rental Expense	U Uninsured Motor Vehicle BI
D Comprehensive	R1 Car Rental and Travel Expenses	U1 Uninsured Motor Vehicle PD
G Collision	S Death, Dismemberment and	UNOC Use of Nonowned Cars
H Emergency Road Service	Loss of Sight	W Underinsured Motor Vehicle

KEEP A CARD IN YOUR CAR.
THIS CARD IS INVALID IF THE POLICY FOR WHICH IT WAS ISSUED LAPSES OR IS TERMINATED.
KEEP YOUR CURRENT CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.
MANY STATES REQUIRE EVIDENCE OF INSURANCE ON DEMAND. ONE OF THESE CARDS SHOULD BE CARRIED IN THE VEHICLE AT ALL TIMES.
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N LITTLE ROCK AR 72116-5301

MUTL
VOL

POLICY NUMBER **119 9162-E19-04D** EFFECTIVE
YR **2007** MAKE **LINCOLN** NOV 19 2016 TO MAY 19 2017
MODEL **TOWN CAR** VIN **1LNHM81V87Y605603**
AGENT **JAMES D SCOTT INS AGCY INC**
PHONE **(501)753-6388** NAIC **25178** **1385-B41**

COVERAGES A C

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28 CHINOOK CIR
N LITTLE ROCK AR 72116-5301 **MUTL
VOL**

POLICY NUMBER **238 7573-E29-04A** EFFECTIVE
YR **2001** MAKE **CHEVROLET** NOV 29 2016 TO MAY 29 2017
MODEL **C1500** VIN **2GCEC19V911233463**
AGENT **JAMES D SCOTT INS AGCY INC**
PHONE **(501)753-6388** NAIC **25178** **1385-B41**

COVERAGES A C H U U1 S1 T1 W

State Farm

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City of Fayetteville, Arkansas

Purchasing Division – Room 306

113 W. Mountain

Fayetteville, AR 72701

Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-25, Construction – FYV Corporate Hangar Roof Rehabilitation

DEADLINE: Tuesday February 14, 2017 before 2:00 PM, Local Time, Room 306

PRE-BID: Thursday January 26, 2017 at 10:00 AM, Drake Field Conference Room

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Thursday Jan. 19, 2017 & Jan. 26, 2017

INVITATION TO BID

Bid 17-25, Construction – FYV Corporate Hangar Roof Rehabilitation

No late bids shall be accepted. Bids shall be submitted in sealed envelopes. All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

NOTICE TO ALL BIDDERS:

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail at lmcgaugh@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED. Interested parties are responsible for printing. All bids will be distributed electronically from the City of Fayetteville Purchasing Division. Receiving electronic links from the City of Fayetteville, AR automatically registers you as a plan holder.

Any use of a third party roll off container or dumpster shall be procured through the City of Fayetteville Recycling and Trash Collection Division, (479) 575-8398

E-MAILED BID PACKAGE INCLUDES LINKS TO THE FOLLOWING FILES:

FILE #01: PROJECT MANUAL: 139 total pages

FILE #02: PROJECT DRAWINGS: None

*Additional files added as addendums are issued. Addendums will be directly e-mailed to all listed plan holders and posted on the City's website.

*PLAN HOLDER LISTINGS & ADDENDUMS WILL BE POSTED AT <http://fayetteville-ar.gov/bids>

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://fayetteville-ar.gov/bids>. Failure to acknowledge addenda issued as instructed could result in bid rejection.

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SPECIFICATIONS AND CONTRACT DOCUMENTS



FAYETTEVILLE – DRAKE FIELD
FAYETTEVILLE, ARKANSAS

Bid 17-25 CONSTRUCTION –
CORPORATE HANGAR ROOF REHABILITATION

Garver Project Number 15041213

Prepared For:
City of Fayetteville
January 2017



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FYV CORPORATE HANGAR ROOF REHABILITATION
GARVER PROJECT NO. 15041213
CITY OF FAYETTEVILLE BID # 17-25, CONSTRUCTION

I hereby certify that the applicable portions of this project plans and specifications were prepared by me or under my direct supervision and that I am a duly Licensed Engineer and/or Registered Architect under the laws of the State of Arkansas.

SEAL AND SIGNATURE	APPLICABLE DIVISION OR PROJECT RESPONSIBILITY
Adam White, P.E.  Digitally Signed: January 18, 2017	Project Manager Civil Engineer Front End Documents
Mark Herrmann, AIA, LEED AP.  Digitally Signed: January 18, 2017	Architect Technical Specifications

000001 – CERTIFICATIONS

GARVER, LLC CERTIFICATE OF AUTHORIZATION:



Expiration Date: 12/31/2018

CITY OF FAYETTEVILLE
FYV CORPORATE HANGAR ROOF REHABILITATION

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010000 – INVITATION TO BID
City of Fayetteville, Arkansas
Bid 17-25, Construction – Corporate Hangar Roof Rehabilitation

The City of Fayetteville, AR is accepting sealed bids from properly licensed professionals for the construction of the Corporate Hangar Roof Rehabilitation at Fayetteville – Drake Field Airport. The project includes, but is not limited to rehabilitation of roofs on three airport buildings, including elastomeric silicone roof coating system installation as indicated in the specifications.

Sealed bids shall be submitted to the City of Fayetteville (City), AR by **Tuesday, February 14, 2017 before 2:00 PM, Local Time**. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud immediately after specified closing time. All interested parties are invited to attend. Bids shall be received at the following location:

City of Fayetteville, AR
Purchasing Division Room 306 - City Hall
113 West Mountain Street
Fayetteville, Arkansas 72701

All bids shall be submitted in accordance with the attached specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

A non-mandatory pre-bid conference will be held on **Thursday, January 26, 2017 at 10:00 AM Local Time** at the conference room in the airport terminal building at Fayetteville – Drake Field. All interested parties are strongly encouraged to attend.

Bid Documents shall be obtained from the City of Fayetteville Purchasing Division electronically, at no cost. No partial sets will be issued.

All vendors intending on bidding shall register as a plan holder by notifying Les McGaugh, Purchasing Agent, via e-mail at lmcgaugh@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. Failure to register as a plan holder can result in your bid being rejected. Sub-Contractors and suppliers are also strongly encouraged to obtain documents directly from the City and get registered as a plan holder.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City.

Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

Mechanics and laborers on the project shall be paid not less than the minimum hourly rates set out in Arkansas Prevailing Wage Determination Number 16-354. The awarded Contractor will be responsible for submitting a "Statement of Intent to Pay Prevailing Wages" form to the Arkansas Department of Labor within 30 days of a Notice to Proceed. A copy of the minimum hourly rates are bound in the contract documents.

The City reserves the right to reject any or all Bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the City for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the City because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions. Awarding this project shall be contingent upon grant funding being approved and received.

Pursuant to Ark. Cod Annotated §22-9-203, The City of Fayetteville encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

Bids must remain in effect for 90 days after the bid opening date.

CITY OF FAYETTEVILLE, AR

By: Les McGaugh

Title: Purchasing Agent

P: 479.575.8220 Email: lmcgaugh@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of Advertisement: 1/19/2017 and 1/26/2017

010200 - INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID

Each bid must be submitted on the prescribed form (Proposal) and Unit Price Schedule(s). All blank spaces must be filled in legibly (either typed or written with ink). All blank spaces for bid prices on the Unit Price Schedules must be filled in and the extended total for each item shall be entered in figures only. If the unit price and the extended total of any item are not in agreement, the unit price shall govern and the extended total is corrected to conform thereto. Erasures or other corrections on the Proposal form or Unit Price Schedules shall be initialed by the signer of the bid. All bids must be signed in ink by an individual authorized to bind the Bidder. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Proposal by the Bidder.

There must be a bid on all items that may appear on the Unit Price Schedule(s). No bid will be considered which covers only a part of the work. A conditional bid will not be considered.

The Proposal and Unit Price Schedule(s), along with other specific section items required in Section 17 below for the sealed bid, shall not be altered and these sections shall be submitted in their entirety. Submission must be at the place, and at or prior to the time specified in the Advertisement for Bids.

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for **FYV Corporate Hangar Roof Rehabilitation** and with the time and date of bid opening shown thereon. The name, address, and Arkansas Contractor's License Number of the Bidder shall appear in the upper left-hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope.

A bid that obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Garver, Attn: Ben Perea 2049 E Joyce Blvd., Suite 400, Fayetteville, AR 72703, or by email to BMPerea@GarverUSA.com. Any inquiry received forty-eight (48) hours prior to the opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the contract Documents, and when issued, will be sent to the Plan Holders list located in the electronic plan room at least twenty-four (24) hours before bids are opened. It shall be the Bidder's responsibility to make inquiry to the electronic plan room as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. BIDDING DOCUMENTS

Complete sets of the bidding documents may be obtained as stated in the advertisement. Owner and Engineer, in making copies of these documents available, do so only for the purpose of obtaining bids for the work, and do not authorize or grant a license for any other use. Complete sets of the documents shall be used in preparing bids; neither the Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. INSPECTION OF SITE

Bidders are required to perform an on-site visit prior to bid deadline. Attendance at the pre-bid meeting is non-mandatory; however, attending the pre-bid meeting shall meet the requirement for an on-site visit. Site visits outside of the pre-bid meeting shall be scheduled with one day advanced notice by contacting Les McGaugh, Purchasing Agent, at lmcgaugh@fayetteville-ar.gov. Each bidder shall fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the

facilities involved, laws and regulations, and the difficulties and restrictions in attending the performance of the Contract.

The Bidder shall thoroughly examine and familiarize himself with the Technical Specifications, other Contract Documents, and referenced items. The Bidder shall also carefully study all available reports of explorations and tests of subsurface conditions at or adjacent to the Site.

The Contractor, by the execution of the Contract, shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

It is the responsibility of each Bidder before submitting a bid to agree that the submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Contract Documents, that without exception the bid and all prices in the bid are premised upon performing and furnishing the work required by the Contract Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

5. BID GUARANTY

The bids must be accompanied by a Bid Guaranty, which shall not be less than five percent (5%), of the amount of the bid. At the option of the Bidder, the guaranty may be a cashier's check from a bank doing business in the State of Arkansas, or may be a Bid Bond that is similar to the attached form. No bid will be considered unless it is accompanied by the required guaranty. Cashier's check must be payable to the order of City of Fayetteville. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

The guaranty of the apparent successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid Guaranty will be released. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid Guaranty of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

The Bid Guaranty of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the effective date of the Contract or 91 days after the Bid opening, whereupon Bid Guaranty furnished by such Bidders will be released.

Bid Guaranty of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be returned upon request as soon as feasible after the opening of the bids.

6. COLLUSION; SUBCONTRACTS

A Bidder submitting a Proposal to the Owner for the work contemplated by the Documents on which bidding is based shall not collude with any other person, firm, or corporation in regard to any bid submitted.

Before executing any subcontract, the successful Bidder shall submit Section 010440, LIST OF PROPOSED SUBCONTRACTORS for prior approval of the Owner.

If requested by Owner, the list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity.

If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute, in which case the apparent successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Award. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder.

If apparent successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in the General Provisions.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit, on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in construction of work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

8. BALANCED BIDS; VARIATIONS IN QUANTITIES

The lump sum price and unit price for each of the several items in the Proposal of each Bidder shall be balanced and shall include its pro rata share of overhead.

The Owner shall have the right to increase or decrease the extent of the work, to change the location or gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of twenty-five percent (25%) of the length as determined by the Contract, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of twenty-five percent (25%) of the total contract as determined by the Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits or increases or decreases so incurred. Change in length or in money value, within the twenty-five percent (25%) limits set out, shall not be cause for adjustment of any lump sum or unit price. Changes in items of work covered by unit prices and/or lump sum prices, within the twenty-five percent (25%) limits set out, shall not be cause for adjustment of any other (non-involved) lump sum or unit price.

Increases or decreases in items of work, and the cost thereof, shall be done in accordance with the Section entitled, Section 40 of the General Provisions.

9. TIME FOR RECEIVING BIDS

A bid received prior to the advertised hour of opening will be kept securely and will remain sealed until the hour of opening. The officer whose duty it is to open them will decide when the specified time has arrived, and any bid received subsequent to that time will be returned unopened.

10. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will cause the bids to be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative. Bid qualification may be evaluated before and/or after the bid opening, at the Owner's discretion.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request if the request is received prior to the time fixed for the opening of bids. Bidder may withdraw its Bid within 24 hours after Bids are open and Bid Guaranty will be returned if Bidder files a duly signed written notice with the Owner and promptly demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid. The Bidder shall not be allowed to submit a revised Bid.

12. AWARD OF CONTRACT; REJECTION OF BIDS

The Contract will be awarded to the responsive and responsible Bidder submitting the lowest total bid complying with the conditions of the Advertisement for Bids and other parts of these Contract Documents.

The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:

- 12.1 Responsive Bidder: Means a Bidder who has submitted a complete bid which conforms in all material respects and requirements to the Contract Documents.
- 12.2 Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards are the Bidder's financial responsibility, performance responsibility, technical feasibility, his equipment, and his past performance in completing similar work.

A Bidder's failure to submit a complete bid or required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

The Bidder to whom the award is made will be notified at the earliest possible date, but not later than ninety (90) days after the opening of bids. The Owner, however, reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in its interests. The Owner also reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform with his own forces the major portions of such work as is involved in construction of these improvements.

13. EXECUTION OF CONTRACT; PERFORMANCE AND PAYMENT BOND

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner a Contract in the form included in the Contract Documents in such number of copies as the Owner may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bond shall be as included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. After a contract has been awarded, a one hundred percent (100%) performance and payment bond shall be provided to the City after being filed marked at Washington County Circuit Clerk's office.

The failure of the successful Bidder to execute such Contract and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for bids.

14. BONDS AND INSURANCE

Attention of Bidders is called to Arkansas Code Annotated §§ 22-9-401 et. Seq., which has certain requirements pertaining to Performance Bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's compensation insurance, and property damage insurance.

All companies furnishing Bid Bonds and Performance Bonds shall furnish evidence of being on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.

15. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS

The Bidder shall provide with the Proposal a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage.

In the event the Owner determines that the low Bidder's coverage in force is inadequate, the Owner may require the low Bidder to procure additional coverage in accordance with the requirements as specified herein.

In the event the lower Bidder is unable, after diligent effort, to procure such additional coverage as may be required by the Owner, the Owner may provide such additional coverage, naming the Contractor as insured or, at the option of the Owner, reduce the amount of additional coverage required or waive any requirement for additional coverage.

16. THIRD PARTY COVERAGE

The Contractor shall provide insurance coverage for the Engineer and the Owner as indicated in Section C-01 of the Special Provisions.

17. SIGNATORY AND CONTRACT SUBMITTALS

The Contract Documents call for all Bidders, and for the awarded Contractor, to complete and/or submit information concerning equal employment opportunity, quality control, labor items, etc. A list of required items to be submitted with each bid is listed in the Bidders Checklist.

The following is a list of completed forms/submittals that the apparent low Bidder will be required to complete before execution and award of the contract:

- Contract (all pages)
- Performance Bond
- Payment Bond
- Certificates of Insurance and Insurance Policies

The following is a list of completed forms/submittals that the awarded Contractor will be required to submit before construction begins:

- Construction Schedule
- Original copies of bonds that have been filed with Washington County Circuit Clerk

Additional certifications and submittals will be required for construction materials and other items in the technical specifications.

18. LEGAL QUALIFICATIONS

All Bidders, in order to submit a bonafide Proposal, must comply with the applicable terms of Arkansas Code.

The successful Bidder, if a corporation created under the laws of some state other than the State of Arkansas, will be required to qualify, or to have qualified, with the Secretary of State of Arkansas to do business in the State of Arkansas.

19. MODIFICATION OF BID

No modification of any bid already submitted will be considered unless such modification is received in writing, signed and witnessed by persons authorized to so act on behalf of the bidder, prior to the time set for opening of bids.

END OF INSTRUCTIONS TO BIDDERS

010300 - BID BOND

1. BID DEFAULT

Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

This obligation shall be null and void if:

- 1.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 1.2 All Bids are rejected by Owner, or
- 1.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and consented to by Surety).

2. BOND PAYMENT DUE

Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

3. PROCEEDING REQUIREMENTS

Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed the time required by the Bidding Documents without Surety's written consent.

No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default is received by Bidder and Surety and in no case later than one year after the Bid due date. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

4. STATUTORY REQUIREMENTS

This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

5. BID BOND CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, _____, as PRINCIPAL,
and _____, as SURETY, are held and firmly bound
unto the City of Fayetteville, Arkansas, hereinafter called the OWNER in the penal sum of
_____ Dollars (\$ _____),

lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted
the accompanying Proposal, dated _____, for

"FYV CORPORATE HANGAR ROOF REHABILITATION"

NOW, THEREFORE, if the Principal shall not withdraw said Proposal within ninety (90) days after the
opening of same, and shall within ten (10) days after the prescribed forms are presented to him for
signature, enter into a written Contract with the Owner in accordance with the Proposal as accepted, and
give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and
proper fulfillment of such Contract, then the above obligation shall be void and of no effect, otherwise to
remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several

seals this _____ day of _____, 20____, the name and corporate seal of each
corporate party being hereto affixed and these presents duly signed by its undersigned representatives,
pursuant to authority of its governing body.

SEAL

Principal: _____

Attest: _____
Signature

By: _____
Signature

Print Name

Print Name and Title

Address

SEAL

Surety: _____

Attest: _____
Signature

By: _____
Attorney-in-Fact - Signature

Print Name

Attorney-in-Fact - Print Name and Title

Address

NOTES: Power-of-attorney for person signing for surety company must be attached to bond.

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010400 - PROPOSAL

Place _____

Date _____

Proposal of _____,

a corporation organized and existing under the laws of the State of _____,

Tax ID Number (TIN): _____

DUNS #: _____

CAGE Code: _____

or

Proposal of _____,

a partnership consisting of _____

or

Proposal of _____,

an individual doing business as _____,

To: City of Fayetteville

This bid results from your advertisement for bids for the construction of the **FYV Corporate Hangar Roof Rehabilitation**.

The undersigned Bidder, having visited the site of the work, having examined the Specifications and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Specifications and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Specifications and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within the time limits outlined below (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents):

Substantial Completion: Ninety (90) consecutive calendar days

Final Project Acceptance: One hundred twenty (120) consecutive calendar days

Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in SPECIAL PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

_____ and _____
_____ and _____
_____ and _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is a cashier's check/bid bond (*strike one*)

in the amount of _____ Dollars (\$ _____),
being not less than five percent (5%) of the total amount of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

SEAL (If Bidder is a Corporation)

Bidder: _____

Attest: _____
Signature

By: _____
Signature

Print Name

Print Name and Title

Address

Office Address of Bidder

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Unit Price Schedule.

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**CITY OF FAYETTEVILLE
CORPORATE HANGAR ROOF REHABILITATION
UNIT PRICES**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	070100-1	South Delta Aviation Hangar Roof Rehabilitation	LS	1		
2	070200-2	A & P Facility Roof Rehabilitation	LS	1		
3	070300-3	Wings Avionics Roof Rehabilitation	LS	1		

Total Bid

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010420 - STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a Contract?
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?
If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
12. List your major equipment available for this Contract.
13. Experience in construction work similar in importance to this project.
14. Background and experience of the principal members of your organization, including the officers.
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

17. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the preceding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

- (a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
- (b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
- (c) Criminal proceedings.

Dated at _____ this _____ day of _____, 20____.

Bidder: _____

By: _____
Signature

Print Name and Title

STATE OF _____)
COUNTY OF _____) SS.

_____ being duly sworn deposes and says that he is
_____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ 20____.

(Notary Public)

My Commission Expires:

010440 - LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

For Annual Gross Receipts:

- Enter 1 for Less than \$1 Million
- Enter 2 for More than \$1 Million, Less than \$5 Million
- Enter 3 for More than \$5 Million, Less than \$10 Million
- Enter 4 for More than \$10 Million, Less than \$15 Million
- Enter 5 for More than \$15 Million

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

Date Firm Established:

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

Date Firm Established:

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

Date Firm Established:

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

Date Firm Established:

Bidder (General Contractor):

Arkansas License No.:

Address:

Date Firm Established:

Annual Gross Receipts (enter the range only):

By: *

Title:

*Signature must be the same as on the Proposal form.

Notes:

- (1) General contractor and subcontractors shall have a certificate of license with the proper classification from the State Contractors Licensing Board before his or her bid is submitted.
- (2) Certificates of license shall be provided with this form at the time of the bid opening.

010480 - BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the bid submission. All forms must be included as indicated for a bid to be considered a complete, responsive bid. Appropriate signatures and date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected. **This sheet will serve as the cover sheet for the bid submission.**

Spec. Section	Description	Completed*
	Acknowledgement of All Addenda	☐
	Bid contains the following forms:	
010200	1. Insurance Coverages (Current Auto and Liability Insurance)	☐
010300	2. Bid Bond	☐
010400	3. Proposal (including Unit Price Schedule – if applicable)	☐
010420	4. Statement of Bidder's Qualifications	☐
010440	5. List of Proposed Subcontractors	☐

*Check when filled out, signed, and included with submission of bid packet.

Within ten (10) days after Notice of Award:

Bidder acknowledges that within ten (10) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the contract:

010600	1. Contract (all pages and supporting documents)
010700	2. Performance Bond
010720	3. Payment Bond
010800	4. Completed Certificates of Insurance

Prior to Construction:

Contractor required to submit Construction Schedule before construction begins.

Seal (if incorporated) Bidder Name: _____

Address: _____

City, State, Zip Code: _____

Contractor Number: _____

Contact Name: _____

Title: _____

Contact Number: _____

Contact Email: _____

Signature of Authorized Agent for Bidder: _____

Date: _____

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010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____ a Corporation organized and existing under the laws of the State of _____ hereinafter called the "Contractor", and City of Fayetteville, hereinafter called the "Owner".

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **FYV Corporate Hangar Roof Rehabilitation** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal subject to additions, and deductions as provided in the

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within the time limits outlined below (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents):

Substantial Completion: Ninety (90) consecutive calendar days

Final Project Acceptance: One hundred twenty (120) consecutive calendar days

If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. Executed Contract
- b. Addenda (if any)
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. Statement of Bidder's Qualifications
- g. List of Proposed Subcontractors
- h. Performance and Payment Bonds
- i. General Provisions
- j. Special Provisions
- k. Technical Specifications
- l. Certificates of Insurance and Insurance Policies
- m. Project Exhibit

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This Contract together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract Documents as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance and Payment Bonds shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of the Project, and shall comply with applicable state laws.

ARTICLE 6. Freedom of Information Act. City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

ARTICLE 7. Jurisdiction. Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas** law applying to the case.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three (3) counterparts, each of which shall be considered an original on the day and year first written.

Contractor: _____

Attest: _____
Signature

By: _____
Signature

Print Name

Print Name and Title

Address

Owner: City of Fayetteville

Attest: _____
Signature

By: _____
Signature

Print Name

Print Name and Title

Address

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010700 - PERFORMANCE BOND

1. NOTIFICATION

The Surety's obligation under this Bond shall arise after:

- 1.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Default. Such notice shall indicate that the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. Unless the Owner agrees otherwise, any conference requested under this Paragraph shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- 1.2 The Owner declares a Default, terminates the Construction Contract and notifies the Surety.

Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Failure on the part of the Owner to comply with the notice requirement shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

2. SURETY'S ACTIONS

When the Owner has satisfied the conditions of Paragraph 1, the Surety shall promptly and at the Surety's expense take one of the following actions:

- 2.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- 2.2 Undertake to perform and complete the Construction Contract itself, through its mutually acceptable agents or independent contractors;
- 2.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 3 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 2.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 2.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

- 2.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

3. SURETY OBLIGATIONS

If the Surety elects to act under Paragraph 2.1, 2.2, or 2.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

- 3.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 3.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 2; and
- 3.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

4. SURETY DEFAULT

If the Surety does not proceed as provided in Paragraph 2 with reasonable promptness, the Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 2.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

5. PROCEEDINGS

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

6. STATUTORY REQUIREMENTS

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted hereto and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

7. PERFORMANCE BOND CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called "Principal", and _____

_____, State of _____, as

Surety, hereinafter called "Surety", are held and firmly bound unto the City of Fayetteville, Arkansas, as Oblige, hereinafter called "Owner", in the amount of:

_____, Dollars (\$ _____),
in lawful money of the United States of America, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated the
_____ day of _____, 20____, a copy of which is attached hereto and
made a part hereof, hereinafter referred to as the Contract,

"FYV Corporate Hangar Roof Rehabilitation"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract, including without limitation the maintenance warranty thereof, during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or the Principal to the other shall not release in any way the Principal and Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

This bond is executed pursuant to the terms of Arkansas Code Annotated §§ 18-44-501 et. Seq., as amended.

Executed on this _____ day of _____, 20_____.

SEAL

Principal: _____

By: _____
Signature

Print Name and Title

SEAL

Surety: _____

By: _____
Attorney-in-Fact - Signature

Attorney-in-Fact - Print Name and Title

Surety Address for giving Notices

NOTES: Attach Power of Attorney.

Date of Bond must not precede date of Contract.

A copy of this Bond must be filed with the Circuit Clerk in each county wherein the work is to be performed.

010720 - PAYMENT BOND

1. NOTIFICATION

The Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in the Bond Certificate) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations. When the Owner has made notification, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

The Surety's obligations to a Claimant under this Bond shall arise after Claimants have furnished a written notice of non-payment to the Contractor, Surety, or Owner, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, labor, or equipment was furnished or supplied. It is sufficient if a notice of non-payment is given to the Contractor by the Owner.

2. SURETY'S OBLIGATION

When a Claimant has satisfied the conditions of Paragraph 1, the Surety shall promptly and at the Surety's expense take the following actions:

- 2.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- 2.2 Pay or arrange for payment of any undisputed amounts.
- 2.3 The Surety's failure to discharge its obligations under Paragraph 2.1 or 2.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 2.1 or 2.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

3. DEDICATION OF BOND FUNDS

Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

4. OTHER OBLIGATIONS

The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make

payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

5. PROCEEDINGS

No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

6. STATUTORY REQUIREMENTS

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted hereto and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

7. PAYMENT BOND CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called "Principal", and _____

_____, State of _____, as

Surety, hereinafter called "Surety", are held and firmly bound unto the City of Fayetteville, Arkansas, as Obligee, hereinafter called "Owner", in the amount of:

_____, Dollars (\$ _____),
in lawful money of the United States of America, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated the
_____ day of _____, 20____, a copy of which is attached hereto and
made a part hereof, hereinafter referred to as the Contract,

"FYV Corporate Hangar Roof Rehabilitation"

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors,
and corporations furnishing materials for or performing labor in the prosecution of the work provided for in
such contract, and any authorized extension or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed
or used in connection with the construction of such work, and all insurance premiums on said work, and
for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be
void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the
giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance
on the part either of the Owner or the Principal to the other shall not release in any way the Principal and
Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability
hereunder, notice to the Surety of any alteration, extension or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

This bond is executed pursuant to the terms of Arkansas Code Annotated §§ 18-44-501 et. Seq., as
amended.

Executed on this _____ day of _____, 20_____.

SEAL

Principal: _____

By: _____
Signature

Print Name and Title

SEAL

Surety: _____

By: _____
Attorney-in-Fact - Signature

Attorney-in-Fact - Print Name and Title

Surety Address for giving Notices

NOTES: Attach Power of Attorney.

Date of Bond must not precede date of Contract.

A copy of this Bond must be filed with the Circuit Clerk in each county wherein the work is to be performed.

GENERAL PROVISIONS

SECTION 10 DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-1 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-2 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-3 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-4 AIRPORT IMPROVEMENT PROGRAM (AIP). A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

10-5 AIR OPERATIONS AREA (AOA). For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-6 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

10-7 ASTM INTERNATIONAL (ASTM). Formerly known as the American Society for Testing and Materials (ASTM).

10-8 AWARD. The Owner's notice to the successful bidder of the acceptance of the submitted bid.

10-9 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 CONTRACTOR'S LABORATORY. The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

10-18 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

10-19 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-20 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering observation of the contract work and acting directly or through an authorized representative.

10-21 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-22 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-23 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.

10-24 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-25 FORCE ACCOUNT. Force account work is planning, engineering, or construction work done by the Sponsor's employees.

10-26 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary observations of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-27 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-28 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as "Engineer's Laboratory" or "quality assurance laboratory."

10-29 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-30 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

10-31 MATERIALS. Any substance specified for use in the construction of the contract work.

10-32 NOTICE TO PROCEED (NTP). A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-33 OWNER. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only.

10-34 PASSENGER FACILITY CHARGE (PFC). Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls."

10-35 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-36 PAYMENT BOND. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-37 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-38 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-39 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-40 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-41 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

10-42 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-43 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-44 SPONSOR. A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

10-45 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-46 SUBGRADE. The soil that forms the pavement foundation.

10-47 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-48 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-49 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-50 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

10-51 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-52 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-1 ADVERTISEMENT (NOTICE TO BIDDERS). *(See Page 010000-1)*

20-2 QUALIFICATION OF BIDDERS. Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year.

Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

20-3 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-4 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-5 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-6 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

20-7 PREPARATION OF PROPOSAL. The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. *If so requested*, the bidder shall state the price (written in ink or typed) both in words and numerals for which they propose to do for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign the proposal correctly and in ink. If the proposal is made by an individual, his or her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his or her authority to do so and that the signature is binding upon the firm or corporation.

20-8 RESPONSIVE AND RESPONSIBLE BIDDER. A responsive bid conforms to all significant terms and conditions contained in the Sponsor's invitation for bid. It is the Sponsor's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-9 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 BID GUARANTEE. Each separate proposal shall be accompanied by a *cashier's* check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner.

20-11 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by fax or email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in the subsection 20-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

END OF SECTION 20

SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-1 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-2 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be *the time referenced in the Advertisement and the Proposal*, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

30-3 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

30-4 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-5 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-6 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section, within *the time specified in the proposal*.

30-7 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-8 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in the subsection 30-06 titled EXECUTION OF CONTRACT of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

SECTION 40 SCOPE OF WORK

40-1 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-2 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

40-3 OMITTED ITEMS. The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item.

Payment for work performed shall be in accordance with the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-4 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work". Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-5 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire- rescue equipment, or maintenance vehicles at the airport.

c. When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-6 REMOVAL OF EXISTING STRUCTURES. Not Used.

40-7 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the Engineer; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his or her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his or her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-8 FINAL CLEANUP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property Owner.

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-1 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

50-2 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity, but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-3 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the Engineer for an interpretation and decision, and such decision shall be final.

50-4 COOPERATION OF CONTRACTOR. The Contractor will be supplied with three (3) copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the Engineer and his or her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his or her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his or her authorized representative.

50-5 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his or her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his or her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join his or her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-6 CONSTRUCTION LAYOUT AND STAKES. Not Used.

50-7 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-8 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors are authorized to notify the Contractor or his or her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for a decision.

50-9 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been established by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as established by the Engineer, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Engineer may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his or her intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

60-1 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

- a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,
- b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

60-2 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his or her request. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the Engineer.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-3 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, the Contractor shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-4 PLANT INSPECTION. The Engineer or his or her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-5 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and

unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his or her entire expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-6 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

60-7 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

SECTION 70
LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-1 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his or her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-2 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work. *All required City permits shall be obtained by the Contractor; however, fees associated with City issued permits will be waived.*

70-3 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-4 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

Owner
Fayetteville – Drake Field
FAA

Person to Contact (Phone Number)
Summer Fallen (479-718-7642)
Sean Stephens (479-649-2410)

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-5 FEDERAL AID PARTICIPATION. For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-6 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

70-7 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his or her operations and those of his or her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-8 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced *as detailed in the Construction Safety and Phasing Plan*. Barricades, warning signs, and markings shall be paid for under subsection 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

70-9 USE OF EXPLOSIVES. When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at his or her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his or her contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his or her surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described *in the Construction Safety and Phasing Plan*.

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his or her expense.

The Contractor shall make his or her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his or her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the Owners are indicated as *shown in Section 70-04*.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70- 04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his or her surety.

70-16 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, his or her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his or her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

SECTION 80 EXECUTION AND PROGRESS

80-1 SUBLETTING OF CONTRACT. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least twenty five percent (25%) of the total contract cost.

Should the Contractor elect to assign his or her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

80-2 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within *the timeframe set forth in the proposal*, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-3 EXECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval *at the preconstruction meeting*. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-4 LIMITATION OF OPERATIONS. The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (see Special Provisions).

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

80-5 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Engineer may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-6 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as the Owner may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the execution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his or her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-7 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his or her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his or her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50-15 titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 20-05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal.

Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period, *as detailed in the Special Provisions*. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-8 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Construction time shall be as included in the Proposal and Contract. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-9 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason above, the Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance

therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his or her responsibilities for the completed work nor shall it relieve his or her surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. No equipment will be allowed to park within the approach area of an active runway at any time.

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

90-1 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions. Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term "ton" will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-2 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-3 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-4 PAYMENT FOR OMITTED ITEMS. As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-5 PAYMENT FOR EXTRA WORK. Extra work, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-6 PARTIAL PAYMENTS. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, five percent (5%) of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance (95%) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95% of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-7 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-8 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-9 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 Project Closeout, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances.

Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 CONSTRUCTION WARRANTY.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within 14 days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 30 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 PROJECT CLOSEOUT. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

a. Provide ~~two~~ (2) *one* (1) copy of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with subsection 40-08, FINAL CLEANUP.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. When applicable per state requirements, return copies of sales tax completion forms.

- g.** Manufacturer's certifications for all items incorporated in the work.
- h.** Project Operation and Maintenance (O&M) Manual.
- i.** Equipment commissioning documentation submitted, if required.

END OF SECTION 90

**SECTION 100
CONTRACTOR QUALITY CONTROL PROGRAM**

SECTION NOT USED.

END OF SECTION 100

SECTION 105 MOBILIZATION

SECTION NOT USED.

END OF SECTION 105

SECTION 110
METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

SECTION NOT USED.

END OF SECTION 110

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SPECIAL PROVISIONS

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SECTION A – FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-01 CIVIL RIGHTS - GENERAL

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

A-02 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts And Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

A-03 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A-04 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

A-05 SEISMIC SAFETY

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

SECTION B – STATE TERMS AND CONDITIONS

B-01 GENERAL

The intent of this section is to outline the requirements set forth by the State of Arkansas; however, this section does not claim to include all State laws. All requirements set for by the State of Arkansas for bidding and construction shall be included by reference herein. If for any reason that the Federal and/or State requirements conflict with the requirements set forth in this contract, the more stringent of the requirements shall govern.

B-02 BIDDING

B-02.01 Act 150 of 1965, as amended, has been interpreted, by the State Contractor's Licensing Board, to require a contractor to have a current Arkansas contractor's license in order to submit a valid bid for work when the cost thereof is fifty thousand dollars (\$50,000) or more.

B-02.02 Act 159 of 1949, as amended, requires the bidder to list his mechanical, plumbing, electrical, and roofing and sheet metal subcontractors.

B-03 BONDING

Bonding shall be executed pursuant to the terms of Arkansas Code Annotated §§ 18-44-501 et. Seq., as amended.

SECTION C – LOCAL TERMS AND CONDITIONS

C-01 CONTRACTOR'S INSURANCE

Contractor shall obtain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies and on forms acceptable to Owner.

Owner and Garver, LLC shall be included as an insured under the CGL, (using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage), and under the commercial automobile liability (using ISO Additional Insured Endorsement CA 2048 or a substitute providing equivalent coverage), and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.1 Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

CGL insurance shall be written on ISO occurrence form CG 20 10 (11-85) (or a substitute combination of the following forms CG 20 10 (10-01) and CG 20 37 (10-01) providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or amending the contractual coverage in the ISO occurrence form.

CGL insurance shall be written with an ISO form CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit or a substitute form providing equivalent coverage.

C-01.2 Continuing CGL Coverage: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$5,000,000 each occurrence for at least 3 years following substantial completion of the Work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C-01.3 Commercial Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

C-01.4 Workers' Compensation Insurance: Contractor shall maintain workers' compensation and employer's liability insurance.

The employer's liability, and if necessary commercial umbrella, limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If Contractor leases its employees, the alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, Nonappropriated Fund Instrumentalities Act (NFIA) shall be attached to the policy. NFIA extends the coverage of the Longshore and Harbor Workers' Compensation Act to civilian employees working on United States military bases throughout the world who are not paid with funds appropriated by Congress. These employees, working in facilities operated for the comfort, contentment, and improvement of armed forces personnel, are instead compensated with funds generated from earnings of their facility.

Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

If project is located in a state where workers compensation is secured via monopolistic state funds, include evidence of the "Stop Gap" endorsement to the general liability policy.

C-01.5 Property Insurance: If applicable, Contractor shall purchase and maintain property insurance for the Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis. If the insurance obtained in compliance with this paragraph is builders risk insurance, coverage shall be written on a completed value form.

The property insurance as required above shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors on the Project.

C-01.6 Primary and Non-contributory: Contractor agrees that the insurance listed above, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.7 Waiver of Subrogation: Contractor waives all rights against the Owner and Garver, LLC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability insurance, automobile liability insurance and workers compensation insurance maintained pursuant to paragraph C-01 of this agreement.

C-01.8 No Implied Waiver: Contractor shall furnish certifications matching the coverage requirements. Failure of Owner or Engineer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner or Engineer to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractors obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

Any waiver of the contractor's obligation to furnish such certificate or maintain such evidence must be by written change order and signed by a Managing Member (Officer) of the Engineer and the Owner.

C-01.9 Cancellation, Non-Renewal, and/or Impairment Notification: The Contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner and Engineer, stating the date when such cancellation or reduction shall be effective, which date shall not be less than (60) days after such notice.

The amount of additional insurance premium required for obtaining Owner's and Engineer's Protective Liability insurance for the Owner and Garver, LLC will not be measured for separate payment but shall be included in the total project cost.

Notice shall be sent via email and regular mail to the following persons and addresses:

Owner:
Summer Fallen
4600 S. School Avenue
Suite F
Fayetteville, AR 72701
SFallen@fayetteville-ar.gov

Garver:
Ben Perea
2049 E Joyce Blvd
Suite 400
Fayetteville, AR 72703
BMPerea@GarverUSA.com

C-01.10 Sample Certificate of Liability Insurance:



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 (must be dated)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agency Name Agency Address www.stephens.com	CONTACT NAME: Agency contact
	PHONE (A/C, No, Ext): Agency ph# FAX (A/C, No):
INSURED Named Insured on the policies	E-MAIL ADDRESS: Agency contact email address
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Carrier Name (AM Best Rating)
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN DERIVED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	X X	XXXXXXXXXX			EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPI/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X X	XXXXXXXXXX			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED \$ RETENTION \$ XXXXX	X X	XXXXXXXXXX			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	XXXXXXXXXX		☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			XXXXXXXXXX			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Owner & Garver, LLC shall be included as an Additional Insured by endorsement #CG2010(11/85) on the General Liability and #CA2048 on the Automobile and Umbrella or substitute endorsement providing equivalent coverage. Coverage shall be Primary and non-contributory with respect to any other insurance or self-insurance programs afforded to the Owner and Garver LLC. Waiver of Subrogation applies in favor of the Owner and Garver LLC on all policies. 60 day notice will be provided to the Owner and Garver LLC in the event of cancellation, non-renewal and/or impairment of the Contractor's policies.

CERTIFICATE HOLDER Owner and Garver LLC	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (must be signed by the Contractor's Insurance Agent)
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ACORD 25 (2010/05)

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C-02 UTILITIES

All work in this contract shall be in accordance with the Arkansas Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown.

The Contractor shall be responsible for the protection of all existing utilities, structures, equipment, or improvements crossed by or adjacent to his construction operations. Where existing utilities, service lines, structures, equipment, etc. are cut, broken, or damaged, the Contractor shall replace or repair immediately these items with the same type of original material and construction or better, at his own expense to the satisfaction of the Owner and the Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

C-03 LEGAL HOLIDAYS

Holidays that shall be observed are the following: New Year's Day (January 1); Dr. Martin Luther King Jr.'s Birthday (3rd Monday in January); President's Day (3rd Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Columbus Day (2nd Monday in October); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving (Friday following Thanksgiving); Christmas Eve (December 24); and Christmas Day (December 25). If a holiday falls on a Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday. No construction observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe these legal holidays and all Sundays, and no work shall be performed on these days except in an emergency. Calendar day contract time includes delays for all holidays. Refer to Section C-06 for more information.

C-04 CLEAN UP

From time to time, the Contractor shall clean up the site, including any work areas at the airport, in order that the site presents a neat appearance and the progress of the work not be impeded. One such period of clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

C-05 PROJECT MEETINGS AND COORDINATION

A preconstruction conference will be called by the Engineer at a time convenient to the Owner and before the issuance of the "Notice to Proceed". The Engineer and the Contractor and such subcontractors as the Contractor may desire shall attend this meeting with the Owner.

The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

C-06 LIQUIDATED DAMAGES FOR DELAY

The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time. The Contractor agrees that time is a critical element for this Contract. Loss will accrue to the Owner due to delayed completion of the work; and the cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the work is lengthened. The Contractor agrees that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for, the Owner may withhold, permanently, from the Contractor's total compensation, the sum of Five Hundred Dollars (\$500.00) as stipulated damages for each day of such delay. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed", or the date work commences, whichever occurs first; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.

Extensions of time for completion, under the condition of 3(a) next below, will be granted; extensions may be granted under other stated conditions:

1. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
2. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. The days included in the contract time for Normal Weather-Related Events and holidays are as follows:

(On A Monthly Basis)

Month	Normal Weather-Related Events	Holidays
January	13	2
February	10	1
March	8	0
April	6	0
May	6	1
June	5	0
July	5	1
August	5	0
September	4	1
October	6	1
November	5	2
December	12	2

If, however, it appears that the Contractor is delayed by conditions of weather, outside of normal weather-related events detailed in the proceeding table, extensions of time may be granted.

3. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
 - a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
 - b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

The Engineer or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

C-07 CARE OF WORK

The Contractor shall avoid damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, equipment, etc., and he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner and Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

C-08 QUALITY ASSURANCE/MATERIALS TESTING

The Owner shall be responsible for quality assurance testing as stated in these specifications; however, the Contractor shall be responsible for payment of any subsequent tests made necessary by previous unsatisfactory tests. In this event, the Owner's quality assurance representative shall conduct the additional testing and payment for such tests shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional testing at the Owner's contract rate.

C-09 RECORD DOCUMENTS

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order, and annotated to show all changes made during the construction process. In addition, the Contractor shall note any differences between locations of underground existing facilities shown in the plans and the actual location located during construction. These record documents shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the work.

C-10 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES

Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the contractor and his subcontractors, or between the contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the contractor.

C-11 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there, which shall appear within a period of 12 months from the date of final acceptance of the work. The Contractor will be responsible for all costs associated with construction observation and oversight for the repair work. The Owner will give notice of defective materials and work with reasonable promptness. In the event repair work is required, the Contractor shall remedy any defects and pay for any damage to other work resulting there, which shall appear within a period of 12 months from the date of the acceptance of the repair work.

C-12 CONTRACTOR'S RELEASE AND AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

C-13 SUBMITTALS

The Contractor shall prepare and submit information required by the individual Specification sections sufficiently in advance of the related work to allow an appropriate review time by the Engineer. The types of submittals are indicated in the individual Specification sections.

During the preconstruction conference, the Contractor shall review his submittal schedule and procedures, including notifying the Engineer whether electronic submittals or paper submittals will be provided for all submittal packages in the project. Mixing of package types will not be allowed. The Contractor shall provide one of the following submittal package types:

1. Submit electronic submittals via email as PDF electronic files directly to the Engineer's designated representative, or post these PDF electronic files directly to the Engineer's FTP site specifically established for this project. Electronic submittals shall be in Adobe Acrobat (*.PDF) format and shall be legible when printed.
2. Submit six (6) paper submittal copies via mail or other courier service to the Engineer's designated representative.

Submittals shall be neat, organized, and easy to interpret. Assemble complete submittal package into a single indexed electronic file or hard cover bound book, incorporating submittal requirements of an individual Specification section, the transmittal form with unique submittal numbering system, and electronic links or tabs enabling navigation to each item. Unless approved otherwise by the Engineer, all submittals for the individual Specification section shall be submitted at one time.

Submittals must come directly from the Prime Contractor; submittals from subcontractors or suppliers will not be reviewed.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review. Faxed submittals or submittals with extremely small or otherwise unreadable print will not be accepted. Submittals not required by the Contract Documents will be returned by the Engineer without action.

The Contractor shall retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Engineer's submittal review stamp with comments form.

Resubmittals shall continue the unique, sequential, submittal numbering system. Resubmittals without unique numbering, example resubmittals transmitted as 005A or 005REV, are unacceptable and will be returned un-reviewed.

C-14 WAGE RATES

The Arkansas prevailing wage rates for this project are attached to the end of the Special Provisions:

C-15 WORK HOURS

The Contractor shall abide by the City of Fayetteville ordinance of allowing work between 7 am and 11 pm Monday through Saturday and Sunday between 9 am and 11 pm.

END OF SPECIAL PROVISIONS

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STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4506 TRS: 800-285-1131

January 12, 2017

Benjamin Perea
Garver Engineers L.L.C.
2049 E Joyce Blvd, Suite 400
Fayetteville, AR 72703

Re: FYV CORPORATE HANGAR
ROOF REHABILITATION
DRAKE FIELD AIRPORT
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

Dear Mr. Perea:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **16-354** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4506.

Sincerely,

A handwritten signature in cursive script that reads "Lorna Kay Smith".

Lorna K. Smith
Prevailing Wage Division

Enclosures

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Arkansas Department of Labor Prevailing Wage Determination

Date: 1/12/2017

Determination #: 16-354

Expires: 7/12/2017

Project: FYV Corporate Hangar Roof Rehabilitation

Site: Drake Field Airport

City: Fayetteville, Arkansas

Project County: Washington

Survey#: 716-AR05

COUNTY(S)	Group
Washington	5

CLASSIFICATION	Basic Hourly Rate	Fringe Benefits
Asbestos Worker/Insulator	\$13.30	\$3.45
Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	\$22.90	
Carpenter	\$15.10	\$2.35
Concrete Finisher/Cement Mason	\$16.75	
Elevator Mechanic	\$24.30	\$12.18
Glazier	\$14.30	\$2.00
HVACR Mechanic (Excludes Duct Work)	\$16.50	\$0.65
Ironworker (Including Reinforcing Work)	\$12.85	\$0.38
Laborer	\$11.95	
Marble/Tile/Terrazzo	\$12.69	
Metal Building Erector	\$15.50	
Millwright	\$10.85	\$1.65
Painter/Sheet Rock Finisher	\$14.85	
Plasterer	\$13.00	
Plumber/Pipefitter	\$21.30	\$2.30
Roofer	\$15.05	
Sheet Metal (Includes Duct Work)	\$16.45	\$4.00
Sprinkler Fitter	\$20.00	\$2.83
Waterproofer	\$16.30	\$1.29
Group 1 - Operator	\$15.10	\$3.40
Group 2 - Operator	\$18.20	
Group 3 - Operator	\$15.85	\$2.75
Group 4 - Operator	\$15.50	\$2.55
Laborer (Brick/Stone Tender)	\$13.20	
Low Voltage/Alarm Installer	\$14.00	\$2.40
Truck Driver (Excludes Dump Truck)	\$12.30	
Electrician	\$21.65	\$1.40

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/1/2016

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

Power Equipment Operators:

Group I

Operators engaged in operating the following equipment: Cranes, draglines, shovels and piledrivers with a lifting capacity of 50 tons or over, and operators of all tower climbing cranes and derricks required to work 25 feet or over from the ground, blacksmith and mechanics.

Group II

Operators engaged in operating the following equipment or performing work relative to the engineer's jurisdiction: Hydraulic cranes, cherry pickers, backhoes, and all derricks with a lifting capacity less than 50 tons, as specified by the manufacturer, all backhoes, tractor or truck type, all overhead & traveling cranes, or tractors with swinging boom attachments, gradealls all above equipment irrespective of motive power, leverman (engineer), hydraulic or bucket dredges, irrespective of size, trackhoes, excavators.

Group III

Heavy Equipment Operators. Operators engaged in operating the following equipment: all bulldozers, all front end loaders, all sidebooms, skytracks, forklifts, all push tractors, all pull scrapers, all motor graders, all trenching machines, regardless of size or motive power, all backfillers, all central mixing plants, 10S and larger, finishing machines, all boiler fireman high or low pressure, all asphalt spreaders, hydro truck crane, multiple drum hoist, irrespective of motive power, all rotary, cable tool, core drill or churn drill, water well and foundation drilling machines, regardless of size, regardless of motive power and dredge tender operator, asphalt paving machines.

Group IV

Light Equipment Operators. Operators engaged in operating the following equipment: Oilerdriver motor crane, single drum hoists, winches and air tuggers, irrespective of motive power, winch or A frame trucks, rollers of all types and pull tractors, regardless of size, elevator operators inside and outside when used for carrying workmen from floor to floor and handling building material, Lad-A-Vator Conveyor, batch plant, and mortar or concrete mixers, below 10S, end dump euclid, pumpcrete spray machine and pressure grout machine, air compressors, regardless of size. All light equipment, welding machines, light plants, pumps, all well point system dewatering and portable pumps, space heaters, irrespective of size, and motive power, equipment greaser, oiler, mechanic helper, drilling machine helper, asphalt distributor and like equipment, safety boat operator and deckhand.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **FYV CORPORATE HANGAR ROOF REHABILITATION**
 DRAKE FIELD AIRPORT
 FAYETTEVILLE, ARKANSAS
 WASHINGTON COUNTY

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 16-354** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

	Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor				
Electrical Subcontractor				
Mechanical Subcontractor				
Plumbing Subcontractor				
Roofing/ Sheet Metal Subcontractor				

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR ***WITHIN 30 DAYS OF THE NOTICE TO PROCEED*** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

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RELEASE OF LIEN

FROM: Contractor's Name _____

Address _____

TO: Owner's Name _____

Address _____

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

project.

Contractor's Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

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CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name _____

Address _____

TO: Owner's Name _____

Address _____

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on _____

_____ have been fully satisfied.

Contractor's Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated _____
Surety Company

By _____
Resident Agent, State of Project

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PART 1 – GENERAL**1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for unit prices for all Division 07 items.

1.02 RELATED DOCUMENTS

- A. Applicable portions of the Agreement, Conditions of the Contract (General, Special, and other Provisions), Specifications, Addenda issued prior to the execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract shall apply to this Section. The general requirements for this work are located in the General Provisions of the Specifications.

1.03 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.04 PROCEDURES

- A. Unit prices include all necessary material, plus cost for site preparation, mobilization, phasing, badging, roof cleaning, delivery, installation, clean-up, insurance, warranties, applicable taxes, tools, equipment, incidentals, labor, overhead, and profit necessary to complete the work in accordance with all applicable technical specifications and manufacturer recommendations in order to obtain the required warranties.
- B. Measurement and Payment: See Section 1.05 of this Specification.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices and quantities is included in the proposal. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

1.05 SCHEDULE OF UNIT PRICES

A. 070100-1 South Delta Aviation Hangar Roof Rehabilitation:

1. Description: Complete rehabilitation of the South Delta Aviation Hangar roof. This item shall include, but is not limited to, retightening or replacement of all exposed fasteners, as necessary; the waterproofing of all roof panels to wall panels; the removal of existing gutters and waterproofing of the roof panels to wall panels; the reinstallation of existing gutters, including the replacement of missing gutter downspout with kick out away from building; the waterproofing of all exposed fasteners, seams, flashing, rake trim, protrusions, and other terminations; the removal and reinstallation of exterior light fixtures and waterproofing of all associated penetrations; the waterproofing of any remaining wall or roof penetration; and the installation of a white elastomeric silicone coating system over the entire roof system.
2. Per lump sum completed by the Contractor and accepted by the Engineer/Architect.

B. 070200-2 A & P Facility Roof Rehabilitation:

3. Description: Complete rehabilitation of the A & P Facility roof. This item shall include, but is not limited to, retightening or replacement of all exposed fasteners, as necessary; the waterproofing of all roof panels to wall panels; the removal and reinstallation of existing gutters and waterproofing of the roof panels to wall panels; the waterproofing of all exposed fasteners, seams, flashing, rake trim, protrusions, and other terminations; the removal and reinstallation of exterior light fixtures and waterproofing of all associated penetrations; the waterproofing of any remaining wall or roof penetration; and the installation of a white elastomeric silicone coating system over the entire roof system.
4. Per lump sum completed by the Contractor and accepted by the Engineer/Architect.

C. 070300-3 Wings Avionics Roof Rehabilitation:

1. Description: Complete rehabilitation of the Wings Avionics roof. This item shall include, but is not limited to, retightening or replacement of all exposed fasteners, as necessary; the waterproofing of all roof panels to wall panels; the removal and reinstallation of existing gutters and waterproofing of the roof panels to wall panels; the waterproofing of all exposed fasteners, seams, flashing, rake trim, protrusions, and other terminations; the removal and reinstallation of exterior light fixtures and waterproofing of all associated penetrations; the waterproofing of any remaining wall or roof penetration; and the installation of a white elastomeric silicone coating system over the entire roof system.
2. Per lump sum completed by the Contractor and accepted by the Engineer/Architect.

END OF SECTION

ELASTOMERIC SILICONE COATING FOR METAL ROOFS

PART 1 - GENERAL**1.01 SUMMARY**

- A. Work Included: Furnish and install coating system on existing Metal roof at South Delta Aviation, A&P Facility, and Wings Avionics.

1.02 RELATED DOCUMENTS

- A. Applicable portions of the Agreement, Conditions of the Contract (General, Special, and other Provisions), Specifications, Addenda issued prior to the execution of the Contract, other documents listed in the Agreement, and Modifications issued after the execution of the Contract shall apply to this Section. The general requirements for this work are located in the General Provisions of the Specifications.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. In accordance with the Special Provisions.
- B. Product Data: Submit manufacturer's standard submittal package including specification, installation instructions and general information for each waterproofing material.
- C. Applicator Qualifications: Submit current "Qualified Applicator" Certificate from the specified waterproofing manufacturer.
- D. Submitted Material Warranty must be supplied by product manufacturer.
- E. Substrate Conditions:
 - 1. Manufacturer's representative to present to owner a completed inspection form verifying substrate condition and any noted defects not specifically addressed in regard to this installation.
 - 2. Surface shall be free from loose dirt, stone, debris, moisture, and shall be in stable condition. Any work on the area to receive this application shall be completed prior to installation.
 - 3. Applicator shall complete a substrate inspection prior to start of roofing. The architect/owner and applicator shall accept the surface. Start of the work constitutes acceptance.

1.04 QUALIFICATIONS

- A. Primary waterproofing materials shall be a product of a single source manufacturer. The primary manufacturer shall recommend secondary materials. **Manufacturer shall have a minimum of 10 years' experience in the manufacture of materials of this type.**
- B. **Applicators shall have a minimum of 5 years' experience in the application of waterproofing materials of this type specified.** Applicator shall possess a current "Qualified Applicator" Certificate from the specified waterproofing manufacturer.

- C. Pre-Installation Conference: Just prior to commencement of the fluid application waterproofing system, meet at the site with a representative of the coating manufacture, the waterproofing contractor, the general contractor, the architect and other parties affected by this section. Review methods and procedures, substrate conditions, scheduling and safety.
- D. Materials other than those specified shall be submitted to the architect/owner for approval no later than ten days prior to the bid date. In requesting prior approval, it shall be necessary to submit:
 - 1. A letter of certification, signed by an officer of the manufacturer, stating that the alternative material is equal to or better than the specified product.
 - 2. Independent laboratory test data giving physical property values in comparison to the specified material.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials in sufficient quantities as not to cause delays in application of the roofing system. Owner/owner's representative shall reject damaged materials not conforming. Rejected materials shall be removed immediately from the job site and replaced at no additional cost to the owner.
- B. Store materials as recommended by the manufacturer and conforming to applicable safety regulatory agencies: city, state, and federal. Refer to all applicable data including but not limited to MSDS, Product Data Sheets, product labels and specific instructions for personal protection.
- C. Provide adequate ventilation, protection from hazardous fumes and overspray potential to workers and associated trades in close proximity of site applications.

1.06 WARRANTY

- A. Manufacturer warrants that the material supplied will meet or exceed physical properties as published. The contractor guarantees that workmanship will be free of defects in coating application. Since performance of previously applied coatings are beyond the control of Manufacturer or the contractor, requests for additional warranty coverage shall be subject to prior approval by Manufacturer.
- B. Ten year material and workmanship warranty must be supplied by product manufacturer.
- C. Protection of building and occupants:
 - 1. All surfaces not to receive the system specified shall be protected from overspray hazard i.e. windows, doors, exterior and vehicles. Protective coverings shall be secured against wind and shall be vented if used in conjunction with the application preventing collection and moisture.
 - 2. The contractor is to post signs noting a potential overspray hazard within 400' (121.90 m) of the application.
 - 3. All air intake ventilation equipment shall be turned off to prevent fumes from entering the building.
 - 4. All surfaces damaged during the application shall be restored at no expense to the owner.

5. No smoking signs are to be posted as mandated by local fire officials.
- D. Substrate: Proceed with the work as specified only after the substrate construction, preparation, and detail work has been completed.
- E. Equipment: All equipment used during the operations shall be located so as not to adversely affect the daily operations or endanger occupants, structure or materials on-site. All spray equipment must be grounded during the operations.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers:
 - Gaco Western, LLC, www.gaco.com
 - American Weatherstar
 - approved equal.

2.02 MATERIALS:

- A. Cleaner: GacoFlex GacoWash Concentrated Cleaner or equal.
- B. Primer: GacoFlex E-5320 Epoxy Primer or equal.
- C. Sacrificial Tape: 3M Scotchblue Industrial Adhesive Masking Tape 2750 or equal.
- D. Tape: GacoFlex SF-2000 SeamSeal brush applied, GacoFlex 66-S Polyester Tape embedded in two coats of GacoFlex S-20 Series Silicone, or equal.
- E. Coating: GacoFlex S-21 Series Silicone Coating, or equal, having the following physical properties:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Tensile Strength	292 psi	ASTM D-412
Elongation @ 0 deg	175%	ASTM D-412
Tear Resistance	21 pli	ASTM D-624
Water Vapor Permeability	5.5 perms Procedure B at 0.5 mm (20 mils) thickness $\pm$ 10% Minimum permeance requirement is 2.5 U.S. perms	ASTM E-96
Volume Solids	95% $\pm$ 1%	Calculated
Initial SRI	103	E1980
Emittance	0.90	ASTM C-1371

PART 3. - EXECUTION

3.01 EXAMINATION:

- A. Verify that substrate is ready to receive work; surface is clean, dry and free of substances that could affect bond.
- B. Verify that all other work involved with this area, done under other sections, has been completed and accepted by the architect and general contractor prior to starting the waterproofing application.

3.02 PREPARATION

- A. Inspect Fasteners: Tighten and/or replace all loose metal deck fasteners.
- B. First remove heavy deposits of dirt, leaves and other debris from the roof using broom or air broomer, then inspect the entire roof surface and flashings for any open seams, tears, cuts, etc. Repair these flaws so water is not blown in under membrane during the cleaning process. Pressure wash roof with water and allow to dry completely.
- C. For general cleaning, after the roof is dry from initial cleaning, apply GacoWash Concentrated Cleaner according to label instructions with sprayer of choice, using a 3-4 foot (0.91-1.22 m) arc pattern. A Hudson-type agricultural sprayer, conventional pressure sprayer or airless sprayer is recommended. Allow solution to stand for 10-15 minutes, adding a light mist of water to prevent drying. While it sets, lightly agitate any heavily soiled areas with a broom or brush. Do not allow dirt to settle in low areas. Use a commercial power washer >3,000 psi (20.69 MPa) to remove debris and continue rinsing until all suds are gone. Start at the lowest point of the roof and work towards the highest point. For low-sloped roofs, work away from and then back towards, roof drains. It is important to keep the surface wet until all of the GacoWash and other residue has been completely rinsed off and the surface is clean. After cleaning and rinsing the roof, ensure no dirt or debris is present.
- D. Biological Control: Areas of algae, mildew or fungus on the roof membrane or the existing coating should be treated with a solution of 1 part household bleach and 3 parts water, followed by a power washer rinse using clear water.
- E. Drying: Allow surfaces to thoroughly dry to prevent blistering. Examine roof, paying particular attention to areas of physical damage to determine that residual water has in fact dried before applying GacoFlex S-21 coating.
- F. Substrate Condition: Loose paint, powdery or friable rust and scale must be completely removed by power brushing to provide a sound, tight surface. Soft asphalt, and/or bitumastics and silicone caulking shall be completely removed.

3.03 INSTALLATION

- A. Exposed Fasteners: All exposed fasteners must be retightened or replaced as needed.
- B. General Primer:
 - 1. No rust: Apply 1 coat of GacoFlex E-5320 Primer at a rate of one gallon per 300 sq. ft.
 - 2. Minimal rust: Apply 2 coats of GacoFlex E-5320 Primer at a rate one gallon per 300 sq. ft per pass, resulting in a total of one gallon per 150 sq. ft. of finished primer.
 - 3. Pronounced rusting: Apply 2 coats of GacoFlex E-5320 Primer at one gallon per 150 sq. ft. per pass, resulting in one gallon per 75 sq. ft. of finished product.
- C. Waterproofing:
 - 1. All exposed fasteners must be waterproofed by applying GacoFlex SF-2000 SeamSeal to the fastener heads by brush.
 - 2. All seams, flashings, protrusions and terminations must be waterproofed by one of the following methods:
 - a. Taping: Apply a 6" wide strip of GacoFlex S-21 Series Silicone at a rate of 1.5 gal per 100 square feet, centered on the seam. Immediately embed GacoFlex 66-S polyester tape in to the wet coating, and apply another coat of GacoFlex S-21 Silicone at a rate of 1.5 gal per 100 square feet to completely cover the polyester tape. The tape must be applied smooth, without wrinkles, "fish mouths", blisters or pin holes.
 - b. GacoFlex SF-2000 SeamSeal, applied by brush or roller, 4" wide, centered on the seam, at 1 gal per 75-100 sq.ft. Please note that on horizontal seams (end laps) and other details where significant movement due to expansion, contraction, or other factors may occur; it is necessary to apply sacrificial tape prior to the application of GacoFlex SF-2000 SeamSeal.
- D. Coating: Apply one coat of GacoFlex S-21 Series Silicone Coating at a coverage rate of 1.5 gallons per 100 square feet to achieve a nominal film thickness of 22 dry mils. Double coat flashings and edge terminations.
- E. No traffic shall be permitted on the coated surface for a minimum of 3 days. Damage to the surface by other trades shall not be the responsibility of the roofing contractor.

3.4 FIELD QUALITY CONTROL

- A. Coating Thickness: The finished dry film thickness will measure a minimum of 22 dry mils
- B. Defects: There shall be no blisters, pinholes, voids or membrane defects of any kind.
- C. Variations: Any variations from specified procedures or limits found by the contractor or representatives of Manufacturer or the owner shall be immediately corrected by the contractor.

END OF SECTION

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PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included: Furnish and install metal flashing and sheet metal work specified.

1.02 RELATED DOCUMENTS

- A. Applicable portions of the Agreement, Conditions of the Contract (General, Special, and other Provisions), Specifications, Addenda issued prior to the execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract shall apply to this Section. The general requirements for this work are located in the General Provisions of the Specifications.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. In accordance with the Special Provisions.
- B. Substitutions will not be considered prior to the award of the General Contract.

1.04 QUALITY ASSURANCE

- A. Job Supervision: Applicator of work in this Section to furnish competent, qualified foreman present and in charge at all times work is performed.
- B. Applicable Standard: Refer to the latest edition of the "Architectural Sheet Metal Manual" of the Sheet Metal and Air Conditioning Contractors National Association, Inc. Use as applicable standard for method and quality of work under this Section where not specifically otherwise shown on Contract Drawings. Manufacturer to provide trained metal craftsmen to supervise installation.

1.05 WARRANTY

- A. Provide manufacturer's guarantee for exterior color finish for a period of 20 years against blistering, peeling, cracking, flaking, checking, chipping and excessive color change and chalking. Color change not to exceed 5 N.B.S. units (per ASTM D-2244.64T) and chalking not less than rating of 8 per ASTM D-659.
- B. Guaranty: Guaranty sheet metal work installed under this Section against leakage or defects for 2 years after substantial completion date. Make good at Contractor expense leakage or defects occurring within this period.

PART 2 - PRODUCTS

2.01 SHEET METAL

- A. Galvalume Sheet Steel: Aluminum-zinc alloy coating AZ50, meeting ASTM A792. Keep Galvalume dry during transit, in storage, and at work site.
 - 1. Finish to be Kynar 500 based polyvinylidene fluoride (PVDF) coating, 70% resin formulation in color to be selected by Architect from manufacturer's standard line.
 - a. Primer is applied to 0.20 - 0.30 mils D.F.T. (Dry Film Thickness) and the topcoat at 1.0 - 1.2 mils D.F.T
- B. Copper Sheet: Cold-rolled, conforming to ASTM B 370. Use 16 oz. weight unless heavier weight is called for in the latest edition of the SMACNA Manual.
- C. Soft Temper Sheet Metal: Lead sheet, F.S. QQ-L-201, Grade B, 4 lb. per sq. ft.
- D. Gauge of Metal:
 - 1. Metal components of a roof assembly: 24 gauge (USS .025") minimum
 - 2. Scuppers, guttering, downspouts and splash pans: 22 gauge (USS .0312") minimum. Gutter straps to be 18 gage.
 - 3. Miscellaneous Flashing: 26 gauge minimum

2.02 ACCESSORIES

- A. Fasteners: All metal counter flashing and parapet cap flashing shall be attached with galvanized or cadmium plated screws with neoprene washers. Nails, screws and rivets used at other locations are to be the appropriate type for the purpose as described in the latest edition of the SMACNA Design Manual.
- B. Solder for Lead: ASTM B 32, 50% tin and 50% lead used with rosin flux.
- C. Roofing Cement: F.S. SS-C-153, Type I, Class A (summer grade) or Class B (winter grade) as applicable.
- D. Bitumastic Coating: F.S. TT-C-494, MIL-C-18480, or SSPC - Paint 12, cold applied solvent type bitumastic coating for application in dry film thickness of 15 mils per coat.

2.03 FABRICATION

- A. Fabricate metal flashings, counterflashings, trim and related items to comply with profiles and sizes required. Fabricate to comply with the latest edition of the SMACNA "Architectural Sheet Metal Manual", metal manufacturer's recommendations, and recognized industry practices.
- B. For continuous running work, fabricate with expansion joints in flashings, spaced sufficiently close to prevent flashing damage and failure in resistance to water penetration. Form flashing to fit substrate in each application.

- C. Where sheet metal is required and no material or gauge is indicated on the Drawings, furnish and install highest quality and gauge commensurate with the referenced applicable standard, (SMACNA Manual, latest edition).

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection: Prior to work of this Section, carefully inspect installed work of other trades and verify work is complete to point where this installation may properly commence.
- B. Discrepancies: Do not proceed with sheet metal installation in areas of discrepancy until discrepancies are resolved.

3.02 WORKMANSHIP

- A. General: Form sheet metal accurately to dimensions and shapes required, watertight and weathertight, with angles and broken surfaces true, sharp, and in straight lines. Where intercepting other members, cope to an accurate fit and solder securely. Produce flat surfaces free from waves and buckles.
- B. Expansion: Allow a 3/8"-1/2" gap in coping caps between each section. Use 3-1/2" wide prefinished 24 gage cover plate over joints.
1. Set cover plates in visible bead of polyurethane sealant between the cap and cover plate. Wipe joints of excessive sealant.
 2. Attach cover plate at the front and back with hex head cadmium screws with neoprene washers, installed in the gap between the metal cap sections.
 3. Do not exceed maximum length of 10'-0" for cap, fascia and flashing sections. Furnish with factory formed slots or enlarged holes for fasteners.
- C. Paint metal in contact with mortar, concrete, and masonry materials with an alkali-resistant coating. Use heavy-bodied bituminous paint or approved equal.

3.03 MISCELLANEOUS FLASHING

- A. General:
1. Where exposed portions are used as a counter-flashings, lap base flashings at least four inches and use thickness of metal as specified for exposed locations.
 2. Exposed edge of flashing may be formed as a receiver for two piece counter flashing.
 3. Terminate exterior edge beyond face of wall approximately 1/4-inch with drip edge where not part of counter flashing.
 4. Turn back edge up 1/4-inch unless noted otherwise where flashing terminates in mortar joint or hollow masonry unit joint.
 5. Terminate interior raised edge in masonry backup unit approximately 2 inches into unit unless shown otherwise.
 6. Under copings terminate both edges beyond face of wall approximately 1/4-inch with drip edge.
 7. Lap end joints not less than four inches. Seal laps with sealant.

8. Where dowels, reinforcing bars and fastening devices penetrate flashing, seal penetration with sealing compound.
9. Coordinate with other work to set in a bed of mortar above and below flashing so that total thickness of the two layers of mortar and flashing are same as regular mortar joint.
10. Where ends of flashing terminate turn ends up 1 inch and fold corners to form dam extending to wall face in vertical mortar or veneer joint.
11. Turn flashing up not less than 8 inches between masonry wythes or behind exterior veneer.

3.04 SOLDERING

- A. General:
 1. Thoroughly clean and tin joint materials prior to soldering.
 2. Perform soldering slowly with well heated copper in order to heat seams thoroughly and to completely fill them with solder.
 3. Make exposed soldering neat, full flowing, and smooth. Do not use solder where dependence upon its strength is a factor.
- B. Cleaning: After soldering, thoroughly wash acid flux with soda solution.

END OF SECTION



FAYETTEVILLE - DRAKE FIELD
FAYETTEVILLE, ARKANSAS
AIRFIELD ROOF REHABILITATION

PROJECT EXHIBIT

FIGURE NUMBER

EXB-1

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Bid 17-25, Addendum 1



Date: Friday January 27, 2017

To: All Prospective Vendors

From: Les McGaugh, Purchasing Agent – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 17-25, Construction – FYV Corporate Hangar Roof Rehab

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.1.**

1. A non-mandatory pre-bid meeting was held at the Drake Field Airport Conference Room on Thursday January 26th, 2017 at 10:00 AM. The sign in sheet of all attendees is attached.
2. The following products have been reviewed and are recommended for inclusion as approved products in the following specifications:
 - a. Volatile Free, Inc. is approved as a manufacturer for the Elastomeric Silicone Coating for Metal Roofs.



City of Fayetteville, Arkansas
Attendance Sheet

BID/RFP/RFQ #: 17-25

Description: Construction - FV Corporate Hangar Roof Rehab

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 01 / 26 / 2017 Time: 10:00 AM

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Les Mc Gaugh	City of Fay	Purch Agent	479-575-8220	lmcgaugh@
2	Rachel Brown	City of Fayetteville	Purch Clerk	575-8304	rbrown@
3	Ben Perce	Gardner	Project Engineer	479-527-7100	BMPerce@gardner-usa.com
4	Spencer Haslett	Franklin & Son	General Manager	479-409-8495	shaslett@fsroof.com
5	Summer Fallen	City of Fayetteville	Find Coordinator	479-741-7641	sfallen@fayetteville-ar.gov
6	Wade Abernathy	"	Facilities Mgr	575-8361	wabernathy - - -
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City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0077

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

AFTERGLOW LEASE AGREEMENT:

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH EXCLUSIVE FLIGHT, LLC D/B/A AFTERGLOW AIRCRAFT SERVICES FOR THE HANGAR LOCATED AT 4580 S. SCHOOL AVENUE IN THE AMOUNT OF \$2,400.00 PER MONTH

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a three year lease agreement, a copy of which is attached to this Resolution, with Exclusive Flight, LLC d/b/a Afterglow Aircraft Services for the hangar located at 4580 S. School Avenue in the amount of \$2,400.00 per month.

City of Fayetteville Staff Review Form

2017-0077

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

2/6/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval and signature of the Mayor on a lease agreement with Afterglow, Contact: Jonathan Rose, 802 Airport Dr., Springdale, AR, 72764 (479) 234-1226, for use of a corporate hangar.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 7, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: February 6, 2017

SUBJECT: Afterglow Lease Agreement

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and Afterglow.

BACKGROUND:

The corporate hangar at 4580 S. School Ave., Fayetteville, Arkansas 72701 is currently occupied by Maxsurge. Maxsurge is not renewing their lease, and will be vacating the hangar by February 28, 2017.

DISCUSSION:

Afterglow would like to lease corporate hangar space to provide aircraft revitalization and detailing services.

BUDGET/STAFF IMPACT:

This lease will provide \$28,800.00 in revenue annually to the airport.

Attachments:

SRF
SRM
Corporate Hangar Lease Agreement

LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2017, by and between the City of Fayetteville, Arkansas, hereinafter called "City", and Exclusive Flight, LLC DBA Afterglow Aircraft Services, C/O Jonathan Rose, 802 Airport Dr., Springdale, AR 72764, 479-234-1226, hereinafter called "Afterglow."

WHEREAS, City is the owner of an airport known as the Fayetteville Executive Airport, Drake Field, herein referred to as the "Airport"; and

WHEREAS, City is the owner of an aircraft hangar at the Airport; and

WHEREAS, Afterglow desires to lease said corporate aircraft hangar

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. City leases to Afterglow, and Afterglow leases from City, the corporate aircraft hangar located at 4580 S. School Ave., Fayetteville, Arkansas, as reflected on "Exhibit A" attached hereto and made a part hereof.
2. Afterglow is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.
3. Afterglow shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for Afterglow, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to Afterglow.
4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for Three (3) year(s) commencing on the 8th day of March, 2017, and ending on the 28th day of February 2020.

This Lease Agreement may be terminated by either party with a thirty (30) day written notice.

5. Rent: Afterglow agrees to pay the City for the use of the premises, facilities, rights, and

privileges granted hereunder the sum of: Two Thousand Four Hundred (\$2400.00) per month.

The initial lease payment is due and payable upon execution of this Lease Agreement, and all subsequent monthly lease payments shall be payable in advance on, or before, the 1st day of each month. In addition to any remedy available to it hereunder, the City may impose as additional rentals a delinquency charge on all overdue payments, at the maximum rate allowed by law.

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of Afterglow. Afterglow shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

7. Afterglow shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities serving the demised premises, including, but not limited to heat, light, gas, electricity, and water, sewer and trash removal.

8. Improvements: Afterglow shall bear the cost of all improvements or additions made to the interior or exterior of the building on the leased premises. No improvements or additions to any part of the leased premises shall be made by Afterglow without the prior written approval of the Airport Manager, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City Ordinances.

9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of Afterglow, or Afterglow's agents or invites, upon notice from Afterglow, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above. Routine maintenance of the hangar doors shall remain the responsibility of the City. Afterglow shall not make any alterations to the controls of the hangar doors.

10. Afterglow agrees to observe and obey City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be

consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Afterglow's aircraft at the Airport.

“The Minimum Standards for Fayetteville Executive Airport, Drake Field” herein referred to as Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. Afterglow agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. Afterglow agrees that it shall use the premises only for the storage of airplanes and materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. Afterglow further agrees not to store any flammable material on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City's standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substance: Afterglow shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City's written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which Afterglow is responsible or legally liable, Afterglow shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by Afterglow, Afterglow agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of the Afterglow, said premises shall be repaired with due diligence by City at City's expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above.

14. Afterglow shall maintain in force during the Term and any extended term public liability and property damage insurance in comprehensive form as reasonably may be required by the City

and specified in the Airport Minimum Standards. The insurance shall be issued by an insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, Afterglow shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City; (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured; (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

15. Afterglow agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by Afterglow's use or occupancy of the lease premises; provided, however, that Afterglow shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

16. Afterglow agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

17. Assigning, Subletting and Encumbering. Afterglow shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. Any consent by the Airport to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Afterglow's creditors or otherwise by operation of law shall not be effective to transfer or assign Afterglow's interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither Afterglow's interest in this Agreement, nor any estate created hereby in Afterglow nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Afterglow are transferred, or if any

partnership interests of Afterglow are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of Afterglow, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and Afterglow shall notify the Airport of any such change or proposed change.

18. On the expiration or other termination of this lease Afterglow's right to use the demised premises shall cease, and Afterglow shall vacate the premises without unreasonable delay. All property installed, erected, or placed by Afterglow in, on, or about the premises leased hereunder shall be deemed to be personal property and shall remain the property of Afterglow. Afterglow shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this agreement, to remove any or all of such property, subject, however, to Afterglow's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Afterglow prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in City.

19. City may enter the premises leased to Afterglow at any reasonable time for any purpose necessary or incidental to the performance of its obligations or Afterglow's obligations hereunder.

20. Afterglow shall maintain the demised premises in a clean and orderly fashion at all times. Afterglow shall be responsible for the upkeep and mowing of the leased property.

21. Afterglow shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. M Afterglow agrees that habitation of the hangar building as a residence is prohibited.

23. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

CITY OF FAYETTEVILLE

Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
Phone: 718-7642

Afterglow

c/o Jonathan Rose
802 Airport Ave.
Springdale, Arkansas 72764
Phone: (479) 234-1226

24. This agreement shall be construed under the laws of the State of Arkansas.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

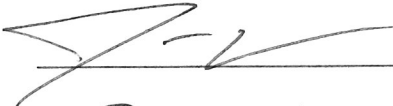
CITY OF FAYETTEVILLE, ARKANSAS:

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk Treasurer

AFTERGLOW:

By:  Jonathan Rose
President
Title

ATTEST:

Title

Exhibit A

4580 S School Ave





City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0061

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

PARKS AND RECREATION DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$5,545.00 REPRESENTING DONATIONS TO THE PARKS AND RECREATION DEPARTMENT IN 2016

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the total amount of \$5,545.00 representing donations to the Parks and Recreation Department in 2016.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation to the citizens and organizations who donated these funds.

City of Fayetteville Staff Review Form

2017-0061

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Connie Edmonston

2/10/2017

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve a budget adjustment in the amount of \$5,545 recognizing and allocating donation revenue from citizens and organizations made to the Parks and Recreation Department in 2016.

Budget Impact:

1010.520.5220-5220.00, 1010.520.5260-
5210.00, 2250.520.9250-5200.05

General

Account Number

Fund

33051.1 33051.4 33051.8

Parks & Recreation Donations

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 32,162.00

Funds Obligated \$ 11,929.00

Current Balance \$ 20,233.00

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 5,545.00

Remaining Budget \$ 25,778.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 9, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Connie Edmonston, Parks and Recreation Director

DATE: February 8, 2017

SUBJECT: Recognition of \$5,545 in donations to the Parks and Recreation Department

RECOMMENDATION:

Parks and Recreation recommend the approval of a Budget Adjustment in the amount of \$5,545 recognizing and allocating donation revenue from citizens and organizations made to the Parks and Recreation Department in 2016.

BACKGROUND:

Each year a variety of citizens, organizations and business make donations to assist with various parks and recreation programs. In 2016, a total of \$123,951 was donated by citizens, businesses and organization to the Parks and Recreation Department for the memorial bench program, volunteer program, tree donations, community gardens, YRCC programs, music playground, and special events such as the Gulley Park Concert Series, Race Series and Dive-in Movies.

DISCUSSION:

Approval allows for the recognition of funds so that the funds may be used towards the intended use as designated by the donating party. Donors included tree donations for Iams Dog Park, a memorial bench donation and Spark Foundation Inc. donation to the Race Series. A list of all of the donors is provided as an attachment. Parks and Recreation appreciates each of these donors which allows us to provide quality programs and services to our citizens.

BUDGET/STAFF IMPACT:

The budget will be increased in the amount of \$5,545 within the appropriate accounts as shown below.

Tree Donation Program:	\$ 70
Memorial Bench Program:	\$ 1,885
Race Series – Special Events	\$ 3,590
	\$ 5,545

Attachments:

Staff Review Form
Donation Breakdown
Budget Adjustment Form

Parks & Recreation - Summary of Year-To-Date Donations Received - 2016

[illegible]

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2017	Division /Org2 PARKS & RECREATION (520) Requestor: Alan Bearden	Adjustment Number
----------------------------	--	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

To recognize and allocate donation revenues received from citizens and businesses for Parks & Recreation through December 31, 2016.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/7/2017
	LEGISTAR FILE ID#:	2017-0061
	<i>Barbara Fell</i> 2/13/2017 8:52 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		5,545	5,545				v.20161220
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
1010.001.0001-4999.97	-	1,955			RE	Use Fund Balance - Prior	
1010.520.5260-5210.00	1,885	-	33051	4	EX	Minor Equipment - :	
1010.520.5260-5220.00	70	-	33051	1	EX	Landscape Materials - :	
2250.520.9250-4999.97	-	3,590			RE	Use Fund Balance - Prior	
2250.520.9250-5200.05	3,590	-	33051	8	EX	Supplies - Tournament/Awards	
	-						
	-	-					
	-	-					
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City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0105

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

KESSLER MOUNTAIN REGIONAL PARK CONCESSION STANDS:

A RESOLUTION TO APPROVE A TEN MONTH CONTRACT WITH JAMES AND JEWEL MORROW WITH A ONE YEAR AUTOMATIC RENEWAL FOR 2018 TO PROVIDE FOR OPERATION OF THE CONCESSION STANDS AT KESSLER MOUNTAIN REGIONAL PARK SOCCER COMPLEX, GARY HAMPTON SOFTBALL COMPLEX, LAKE FAYETTEVILLE SOFTBALL COMPLEX, AND WILSON PARK POOL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with James and Jewel Morrow to provide for operation of the concession stands at Kessler Mountain Regional Park Soccer Complex, Gary Hampton Softball Complex, Lake Fayetteville Softball Complex, and Wilson Park Pool through the end of 2017 with a one-year automatic renewal for 2018.

City of Fayetteville Staff Review Form

2017-0105

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

John Crow

2/17/2017

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

To approve a contract with James and Jewel Morrow for the operation of the concession stands at the Kessler Mountain Regional Park Soccer Complex, Gary Hampton Softball Complex, Lake Fayetteville Softball Complex and the Wilson Park Pool.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

none

Approval Date:

Comments:

TO: Mayor Lioneld Jordan

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: John Crow, Recreation Superintendent

DATE: February 14, 2017

SUBJECT: Agreement with James and Jewel Morrow

RECOMMENDATION:

Parks and Recreation staff recommends the approval of a contract with James and Jewel Morrow for the operation of the concession stands at the Kessler Mountain Regional Park Soccer Complex, Gary Hampton Softball Complex, Lake Fayetteville Softball Complex and the Wilson Park Pool.

BACKGROUND:

In January of 2017 the City of Fayetteville advertised RFP 17-02 for Concession Services for the Parks and Recreation Department. The deadline of January 24 arrived with no proposals submitted. Purchasing Division staff solicited feedback from interested parties and at that time received a message from the Morrows communicating their interest in providing concession services for the City.

DISCUSSION:

The spring sports season is starting very soon and approval of this contract would allow our Department to provide concessions as normal to our participants and fans. The Morrows have submitted a proposal that includes all the items required and have proposed a commission of 10% of gross sales to be paid to the City ten working days following the close of each month. They will also be required to provide worker's compensation insurance and a performance bond.

BUDGET/STAFF IMPACT:

There will be no cost to the City for this contract and no additional staff is required. Projected revenue from the contract is roughly \$7,200 annually. The contract will be for a term of one (1) year with an automatic one (1) year extension that must be mutually agreed upon by both parties. This two year period will allow the City to acquire sales data on the volume to include the Regional Park. After the initial two-year period, the City will once again go through the RFP process with better sales data to appeal to more potential vendors.

Attachments:

Signed Contract
Proposal from James and Jewel Morrow.

CONTRACT

Vendor: 2 Morrow Enterprises

Term: 1 year term with 1 year automatic renewal options

THIS AGREEMENT is made and entered into this _____ day of March, 2017 by and between the City of Fayetteville, hereinafter "City", and **James Morrow and Jewel Morrow, in their individual capacities ("the Morrows")**. The City and the Morrows agree as follows:

1. Leased Premises. For and in consideration of the rents, covenants, and agreements herein entered into and agreed upon by the Morrows as obligations to the City, the City lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property: the concession stands (building and equipment) located at Gary Hampton Softball Complex, Kessler Mountain Regional Park Soccer Complex, Lake Fayetteville Softball Complex, and the Wilson Park Swimming Pool in Fayetteville, Arkansas.

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, and conditions herein contained.

2. Term. This lease shall commence on the date approved by the Fayetteville City Council and shall extend for a period of approximately ten (10) months, ending on December 31, 2017. Upon agreement of both parties, the lease shall automatically renew for one (1) more year.

3. Rent/Report. The Morrows agrees to pay City an amount equal to **ten percent (10%)** of all gross sales of food, beverages and refreshments no later than ten (10) working days following the close of each month. In addition to the rental payment, the Morrows shall file a monthly report on the form supplied by the City. The rental payment and monthly report shall be delivered to the Parks and Recreation Offices at 113 W. Mountain, Fayetteville, AR 72701. Any payments to City not made when due shall bear interest after maturity at the maximum effective agreement rate of 6%.

4. Records. The City shall have the right at all times to examine the Morrows' books and records and verify rental paid. Any errors or omissions shall be adjusted.

5. Use. The lease premises shall be used only for the purpose of selling food, beverages, and such refreshments as are usually incidental to a restaurant, café, or soft drink concession, but specifically excluding any alcoholic beverage or tobacco products. Further, the Morrows shall not use or permit the stand to be used for any unlawful, improper or offensive purpose whatsoever.

6. Maintenance. The City will perform all major and minor repairs in each of the concession stands leased by the Morrows; and will, in its sole discretion, make any such repairs as are necessary for the preservation of the said stand(s). The Morrows shall promptly notify the Parks and Recreation Division of any needed repairs.

7. Insurance. The Morrows shall provide proof of worker's compensation as required by Arkansas Statute and liability insurance with a minimum coverage of:

\$300,000 for one person involved in death or injury
\$500,000 for two or more persons involved in death or injury

8. Bond. The Morrows shall provide a \$5,000 bond for performance and payment of items in relation to this contract.

9. Rights and Duties of the Morrows. The Morrows agree to:

- A. Conduct said business as not to interfere with other uses or activities on the property.
- B. Open and staff the concession stand anytime the City has scheduled activities, unless otherwise stipulated by the Parks and Recreation Division staff.
- C. Open each day, at least fifteen (15) minutes prior to the first scheduled game, and shall remain open until the last game has concluded, unless otherwise stipulated by the Parks and Recreation Division staff.

D. Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions, including, but not limited to, sales tax, HMR tax, payroll tax and the Arkansas Department of Health guidelines regarding food preparation.

E. Maintain, protect, and secure the concession building, equipment and leased premises.

F. The Morrows are responsible for replacing concession equipment if equipment is damaged beyond normal wear. City equipment cannot be loaned or removed from the park premises without permission from Park staff. An equipment inventory is attached hereto.

G. Clean premises daily of all debris.

H. Surrender leased premises at the end of each term in the same condition (except for normal wear) as received, including, but not limited to removal of all refuse.

I. Leased premises must be cleaned and returned to Fayetteville Parks & recreation within five working days after the last event per location. All items remaining after five days will be considered the property of Fayetteville Parks and Recreation.

J. Not employ any persons with a felony conviction, child safety, child abuse, or any child related charges who would be associated with this awarded contract.

10. Rights and Duties of the City. The City shall:

A. Provide and pay for the water and electrical service.

B. In its sole discretion, replace depreciated concession equipment that is no longer usable.

C. Have the right to inspect the stand at any reasonable time during the term of the agreement

D. Have the right to screen for felony convictions by Fayetteville Police Department.

E. Have the right to permit food trucks and/or mobile vendors to sell food and beverages in parks served by the Morrows.

11. Default/Termination. If the Morrows defaults in the payment of rent, or if it violates any other covenants of this agreement, the City may terminate this contract, and the City may immediately enter and retake possession of the concession stands. In the event that the Morrows should default in the prompt payment

or performance of any obligations as set forth herein, and in the event that it should become necessary for City to collect any past due payments or to enforce the other obligations of the Morrows as set forth herein, by suit or otherwise, City shall be entitled (in addition to all other remedies to which it is entitled) to recover the costs and expenses of litigation. This contract may be canceled by either party with a 30 day written notice.

12. Miscellaneous.

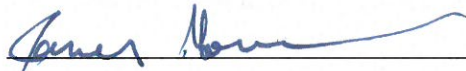
- A. Venue and jurisdiction for this contract shall be in Washington County, Arkansas.
- B. The Morrows shall not sublet or assign this agreement.
- C. This agreement may be amended only upon mutual written agreement signed by all parties.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS STATED ABOVE, James Morrow and Jewel Morrow, in their individual capacities, and the City sign below.

WITNESS OUR HANDS THIS 21 **DAY OF** February, 2017.

JAMES MORROW, an individual:

**CITY OF FAYETTEVILLE,
ARKANSAS**

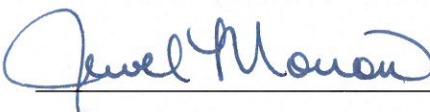


LIONELD JORDAN, Mayor

Date: 2/21/17

JEWEL MORROW, an individual:

ATTEST:

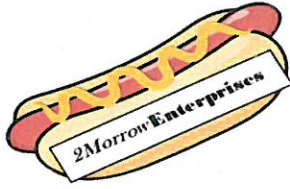


Sondra Smith, City Clerk-Treasurer

Date: 2/21/17

76 Periwinkle Lane
Business Address

Farmington, AR 72730
City, State & Zip Code



February 10, 2017

John Crow
Recreation Superintendent
City of Fayetteville
Parks and Recreation Department
Fayetteville, AR

Dear Mr. Crow:

Thank you for taking the time to meet with my husband, James, and me Monday. We appreciate having the opportunity to talk with you regarding the concession services for the City of Fayetteville Parks and Recreation department and to learn about the direction the City would like to see it go. As we discussed, we are submitting a proposal for James and I (2Morrow Enterprises) to operate the concession stands in the various locations as a third party vendor. The intent of our proposal is to operate these concessions per the guidelines set forth in the RFP and based on the time frames provided by the Parks and Recreation staff. The following pages will outline our business strategy, our experience, and our plan for the upcoming sports season. We look forward to partnering with the City of Fayetteville Parks and Recreation Department to have a successful and profitable year.

Respectfully,

Handwritten signatures of James and Jewel Morrow in black ink. The signature for James is on the left, and the signature for Jewel is on the right, separated by an ampersand.

James and Jewel Morrow

2Morrow Enterprises

1) **Business Strategy:** The purpose of the business is to operate the concession services at each of the locations outlined by the Parks and Recreation Department. The intent is to operate them in such a way as to exceed the expectations of the city. We will do this in a variety of ways, but I will outline three in this proposal: product, price, and promotion.

a) **Product:** We will offer the standard variety of typical concession foods at all locations (bottled water and soda, candy bars, bubble gum, sunflower seeds, hot dogs, and nachos). We will tailor some products per location based on the market and times. For example; for morning soccer games we will offer coffee and hot cocoa with a variety of pastry foods in addition to the regular items, for adult evening softball games we will offer a variety of protein bars, healthier snacks, and energy drinks, and for the swimming pool we will offer plenty of candy and popsicle ice cream items. Our intention is to solicit feedback from the customer and respond to that feedback by making menu changes as we are able and still offer quality at an affordable price.

b) **Price:** Our intention for pricing is to keep the same overall pricing scheme as used in the past.

- a. Bottled Drinks - \$2.00
- b. Energy Drinks - \$3.00
- c. Hot Cocoa and Coffee - \$1.00
- d. Candy bars, pastries, and chips - \$1.00
- e. Suckers and Taffy - \$.25
- f. Seeds and nuts - \$.75
- g. Bubble gum - \$.05
- h. Hot dogs, pizza slice, and nachos - \$2.00

Our plan is offer a couple of different combos that would combine food, drink, chips, and candy for one price that will be less than if they were purchased individually.

c) **Promotion:** The most important part of any business is marketing and promotion. All patrons to the parks will assume there will be a concession stand and that it will be the same as it always has been. We will provide information about who we are and what we offer with signage and a Facebook presence. We will offer some convenience options such as pre-ordering and text ordering. We will also offer discounts for umpires and scorekeepers and weekly discount promotions.

- a. Information: With today's health conscious person it important to provide nutritional information on all products sold. We will have nutritional information on hand for all products as well as information about who we are and what we offer.
 - b. Convenience: We know the trend today is toward technology and convenience. We will offer options for placing your order to be ready when you get to the park, options for texting your order to be delivered to the dugout, weekly promotions (i.e. dollar dog night or buy one hot dog and get the second half off), and Facebook promotions (i.e. mention you saw us on Facebook and get \$.25 off your order of \$1.00 or more).
- 2) **Experience:** Jewel brings a wealth of concession knowledge to the table. She has 20 years of experience working with concession companies such as Swanson Corporation and Sodexo, the concessionaires for the University of Arkansas Athletic Department. She has a bachelor's degree in Accounting and an MBA. She has over 20 years of experience in Accounting and Management. She is currently the Chief Financial Officer for a local non-profit. She is familiar with profit margins, product cost, and product movement. She has extensive experience preparing profit/loss reports, cash flow reports, and balance sheets for multiple agencies. She intends to provide the city with the level of detail they would like. The intention is to provide monthly detailed sales information by location and provide quarterly detailed reports of the items that are selling and those that are not by location.

It is important to manage inventory and minimize product waste. The main area a company tends to lose control is in product waste. For example, on a night where there are only two games scheduled, you wouldn't cook the same number of hot dogs you would on a night there were four games. You end up throwing most of them away. In addition to product waste, it is important to manage labor costs and products costs. It is important always know your product costs as well as your labor so that you can know where your break-even point is. We will manage all of these by keeping detailed inventory counts and balancing money collected based on those inventory counts. This will allow us to identify excess waste and possible shrinkage. We will offer products that are profitable and popular. We will attempt to introduce some new items at times as a trial to test them.

We have seen the historical sales numbers and our intention is to exceed these numbers. If we aim to exceed, we will meet the standards and expectations. In addition, we propose to pay the city 10% of gross sales comparable to the percentage the concession companies have done in the past. We will remit it monthly with our sales reports.

In conclusion, both of us are hard-working and customer service oriented. It is important that we provide a good product with a smile and a friendly attitude. We will go out of our way to make this an enjoyable experience. We both love sports and people. Our intention is to run an honest, customer service oriented, and successful business operating under the name of 2Morrow Enterprises. We look forward to the opportunity to partner with the City in this venture.

James and Jewel Morrow



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0080

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

ANIMAL SERVICES DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,777.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES IN NOVEMBER AND DECEMBER OF 2016

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$10,777.00 representing donation revenue to Animal Services in November and December of 2016.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation for the donations.

City of Fayetteville Staff Review Form

2017-0080

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Justine Lentz

2/6/2017

Animal Services /
Development Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Approve a budget adjustment in the amount of \$10,777.00 representing donation revenue to animal services received during November and December of 2016.

Budget Impact:

see attached detail

General Fund

Account Number

Fund

33048-1 and 33049-1

Animal Services Donations

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 10,777.00

Remaining Budget \$ 10,777.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Staff recommends approval of a budget adjustment in the amount of \$10,777.00



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 7, 2017

TO: Mayor and City Council

THRU: Yolanda Fields, Director of Community Resources
Jeremy Pate, Director of Development Services

FROM: Justine Lentz, Animal Services Superintendent

DATE: 2/6/17

SUBJECT: Approval of Budget Adjustment for Animal Services

RECOMMENDATION:

Staff recommends approval of a budget adjustment to allocate the Animal Services donation revenue from November and December 2016.

BACKGROUND:

Animal Services would like to recognize donation revenue from citizens and businesses made during November of December 2017. These funds are donated by citizens and organizations to benefit the animals cared for by the Animal Services program.

DISCUSSION:

BUDGET/STAFF IMPACT:

Recognize animal shelter donations in the amount of \$10,777

Attachments:

Budget adjustment

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2016	Division /Org2 ANIMAL SERVICES (671) Requestor: Justine Lentz	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recognize and allocate donation revenue from citizens made to the Animal Services program during November and December 2016.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/7/2017
	LEGISTAR FILE ID#:	2017-0080
	<i>Barbara Fell</i> 2/16/2017 2:28 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	10,777	10,777					v.20161220
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
1010.001.0001-4999.97	-	10,777			RE	Use Fund Balance - Prior	
1010.671.2740-5210.00	2,000	-	33048	1	EX	Minor Equipment - :	
1010.671.2740-5200.03	3,000	-	33048	1	EX	Supplies - Veterinary	
1010.671.2740-5400.00	5,717	-	33048	1	EX	Building & Grounds - Maintenance	
1010.671.2740-5200.03	60	-	33049	1	EX	Supplies - Veterinary	
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City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0103

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

K-9 OFFICER REPLACEMENT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT OF \$12,000.00 FOR A REPLACEMENT OF OUR CURRENT K-9 OFFICER AND FOR TUITION FOR THE NEW K-9 OFFICER AND ITS HANDLER

WHEREAS, K-9 Officer Asko has served Fayetteville with honor and distinction for over five years, but now is showing signs of aging and stress and is suffering from arthritis; and

WHEREAS, to protect Asko's long term health he needs to be retired one year prior to his planned retirement year of 2018 and a new K-9 officer acquired and trained in 2017.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment of \$12,000.00 for a replacement of our current K-9 officer and for tuition for the new K-9 officer and its handler.

City of Fayetteville Staff Review Form

2017-0103

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Mike Reynolds

2/17/2017

Police /
Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment for a new K-9 Officer and attendance to K-9 handler school in the amount of \$12,000.

Budget Impact:

4470.200.8200-210.00

Sales Tax Capital

Account Number

Fund

17005-2017

Police K-9 Officer Replacement

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? Yes

Budget Adjustment \$ 12,000.00

Remaining Budget \$ 12,000.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

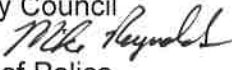
Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 7, 2017

TO: Mayor Lioneld Jordan and City Council
FROM: Mike Reynolds, Deputy Chief of Police 
DATE: February 17, 2017
SUBJECT: Police K-9 Replacement

RECOMMENDATION:

Staff recommends approval of a budget adjustment for a new K-9 Officer and attendance to K-9 handler school in the amount of \$12,000.

BACKGROUND:

Asko, a K-9 Officer, has begun to show signs of aging, stress, and was recently diagnosed with arthritis in his back and legs. The Department encourages planning for his retirement in the near future. On-duty activity and training for a K-9 Officer is demanding and strenuous. Due to Asko's age and size, he could jeopardize his long term health if we did not plan for his retirement now. Asko has served our community with honor and distinction for over five years and should be retired within the next year.

DISCUSSION:

Our K-9 Officer Unit is a valuable and necessary component of our department. Our K-9 Officers perform many community demonstrations and outreach programs to build positive public relations. Furthermore, they provide law enforcement support in narcotics detection, clearing of structures, searches, and apprehension of suspects. For these reasons, it is important to maintain our K-9 Officer Unit at its current level. Staff projected Asko's retirement with \$12,000 requested in the 2018 Capital Improvement Program (CIP) funding. However, we find it necessary to move his replacement up one year.

BUDGET/STAFF IMPACT:

Staff proposes reducing funds budgeted in the 2017 CIP Police Unmarked Vehicle project and replenishing this project with 2018 CIP requested funds for Police K-9 Replacement. There is no human staffing impact associated with this budget adjustment.

Attachments:

Budget Adjustment

Budget Year	Division	Adjustment Number
2017	POLICE (200)	
	/Org2	
	Requestor: W. Newman	

Fund the purchase of a new K-9 Officer and attend K-9 handler school. We have budgeted \$12,000 in the 2018 CIP for Police K-9 Replacement; however, we need to make this change now. We plan to reduce 2017 CIP funding in Police Unmarked Vehicle and replenish in 2018.

v.20161220

C:\Program Files\Granicus\Legistar5\Packet\1188 City Council Agenda Session 2 28 2017\0011 2 BA K-9 OFFICER REPLACEMENT 1



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0112

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,000.00 RECOGNIZING REVENUE FROM THE COURT AUTOMATION FUND FOR UPGRADES TO THE VIDEO ARRAIGNMENT EQUIPMENT USED BY THE FAYETTEVILLE DISTRICT COURT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in amount of \$10,000.00 recognizing revenue from the court automation fund for upgrades to the video arraignment equipment used by the Fayetteville District Court.

City of Fayetteville Staff Review Form

2017-0112

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Dena Stockalper

2/17/2017

Fayetteville District Court /
General Government Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Budget Adjustment approval for the Fayetteville District Court in the amount of \$10,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for video arraignment equipment.

Budget Impact:

1010.040.0400.5210.00

General Fund

Account Number

Fund

39012.901

39012 District Court Automation

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 14,193.00

Funds Obligated \$ 3,159.01

Current Balance \$ 11,033.99

Does item have a cost? Yes

Item Cost \$ 10,926.51

Budget Adjustment Attached? Yes

Budget Adjustment \$ 10,000.00

Remaining Budget \$ 10,107.48

V20140710

Previous Ordinance or Resolution # 30-14

Original Contract Number:

Approval Date:

Comments:

TO: Mayor Lioneld Jordan

THRU: William A. Storey District Judge

FROM: Dena Stockalper, Chief Clerk
Keith Macedo, Information Technology Director

DATE: February 17, 2017

SUBJECT: Budget Adjustment approval for the Fayetteville District Court in the amount of \$10,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for video arraignment equipment.

RECOMMENDATION:

Budget Adjustment approval for the Fayetteville District Court in the amount of \$10,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for video arraignment equipment.

BACKGROUND:

The current video arraignment equipment is outdated and upgrades are needed to improve both audio and video performance. The upgrade will include the purchase of two (2) cameras, display monitor, microphones, wall mount, power supply, software, hardware, and cabling.

DISCUSSION:

The Automation Fund is supported by Arkansas Statue 16-13-704 which allows the Court to collect monies from installment payments. The Fund is to be used solely for the District Court for technology equipment, automation equipment, and related training.

BUDGET/STAFF IMPACT:

Fund are available within the Court Automation Fund to purchase the referenced video arraignment equipment.

Attachments:

Arkansas Statute 16-13-704
Staff Review Form
Staff Review Memo
Budget Adjustment Form
State Statute 16-13-704

Springfield

636 W. Republic Rd
Unit F100 Corp Village Park
Springfield, MO 65807
Phone: 417-888-2675
Fax: 417-888-0994

Rogers

5308 Village Parkway #1
Rogers, AR 72758
Phone: 479-899-6830
Fax: 479-899-6831

Tulsa

7666 E. 61st St
#310
Tulsa, OK 74133
Phone: 918-935-3530
Fax: 918-935-3532

Oklahoma City

3030 NW Expressway
Suite 1750
Oklahoma City, OK 73112
Phone: 405-943-8900
Fax: 405-943-8902

Little Rock

5315 Highland Drive
Little Rock, AR 72223
Phone: 417-888-2675
Fax: 417-888-0994

Quote No.: RQ003087
Customer ID: ZFAYE-101
Date: 1/30/2017
Sales Rep: BRANDONW
Designer: GABEM

Please visit www.aos5.com for a complete listing of all service areas

QUOTE TO:	SHIP TO:
ACCOUNTS PAYABLE CITY OF FAYETTEVILLE 113 W MOUNTAIN STREET FAYETTEVILLE, AR 72701-6069 Phone: (479) 575-8306 Fax:	Brad Fulmer CITY OF FAYETTEVILLE 113 W MOUNTAIN STREET FAYETTEVILLE, AR 72701-6069

Price reflects WSCA Contract # AR-233

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SX10 HD w/ wall mount, int 5x cam, mic and power supply	2,593.50	2,593.50
1.00	1 YR SNTC-8X5XNBD SX10 HD w/ wall moun	288.00	288.00
1.00	Pwr Cord US 1.8m Black YP-12 To YC-12	0.00	0.00
1.00	License key to activate sw encryption module	0.00	0.00
1.00	HDMI-HDMI cab, 2m auto expand	0.00	0.00
1.00	SX10 Wall Mount	0.00	0.00
1.00	Ethernet cable (5m) for auto expand	0.00	0.00
1.00	SX10 Codec	0.00	0.00
1.00	SW Image for SX10	0.00	0.00
1.00	Power supply for SX10	0.00	0.00
1.00	Remote Control TRC 6	0.00	0.00
			\$2,881.50
1.00	SX20 Quick w/ P40 Cam, 1 mic, remote cntrl and CE software	6,435.00	6,435.00
1.00	1 YR SNTC-8X5XNBD SX20 Quick w P40 Cam, 1 mic, remote cnt	801.90	801.90
1.00	Pwr Cord US 1.8m Black YP-12 To YC-12	0.00	0.00
1.00	Cisco TelePresence Table Microphone 20	304.20	304.20
1.00	1 YR SNTC-8X5XNBD Cisco TelePresence Table Microphone 20	43.20	43.20
1.00	Touch 10 Control Device - selectable option	975.00	975.00
1.00	1 YR SNTC-8X5XNBD Touch 10 Control Dev	233.10	233.10
1.00	Wall Mount Kit for SX20	324.35	324.35
2.00	Camera Break Out Cable to RJ45 and HDMI (both female)	25.35	50.70
1.00	SW Image for SX20 and MX200/300 (2nd gen) series endpoints	0.00	0.00
1.00	Cisco TelePresence Table Microphone 20	0.00	0.00
1.00	Ethernet cable (5m) for auto expand	0.00	0.00
1.00	SX20-N Codec - no encryption	0.00	0.00
1.00	Custom 4xcamera cable; HDMI, Control and Power (3m)	0.00	0.00
1.00	Precision 40 Camera with 8x zoom	0.00	0.00
1.00	Power supply 60W for auto expand	0.00	0.00
2.00	HDMI to HDMI cable	0.00	0.00
1.00	Remote Control TRC 6	0.00	0.00
1.00	License Key Software Encrypted	0.00	0.00
			\$9,167.45

<u>Springfield</u> 636 W. Republic Rd Unit F100 Corp Village Park Springfield, MO 65807 Phone: 417-888-2675 Fax: 417-888-0994	<u>Rogers</u> 5308 Village Parkway #1 Rogers, AR 72758 Phone: 479-899-6830 Fax: 479-899-6831	<u>Tulsa</u> 7666 E. 61st St #310 Tulsa, OK 74133 Phone: 918-935-3530 Fax: 918-935-3532	<u>Oklahoma City</u> 3030 NW Expressway Suite 1750 Oklahoma City, OK 73112 Phone: 405-943-8900 Fax: 405-943-8902	<u>Little Rock</u> 5315 Highland Drive Little Rock, AR 72223 Phone: 417-888-2675 Fax: 417-888-0994	Quote No.: RQ003087 Customer ID: ZFAYE-101 Date:: 1/30/2017 Sales Rep: BRANDONW Designer: gabem
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Please visit www.aos5.com for a complete listing of all service areas

-1.00	AOS Executive Discount	1,170.00	-1,170.00
			-\$1,170.00
		Merchandise Total	\$10,878.95
		Shipping	\$47.56
		Document Total	\$10,926.51

Above quoted pricing is valid until 2/28/2017 .
Quoted pricing does not include sales tax. Sales tax, if applicable, will be charged on final invoice. All taxable items will be charged appropriate tax rates based on end users jurisdiction.
If customer is tax exempt, a valid tax exemption permit must be on file with AOS at the time of billing.
Total solution financing is available. Ask your account manager how you can avoid upfront cost and pay for your solution over time.*
**Restrictions apply. Subject to credit approval and documentation.*
Customer signature constitutes agreement with all AOS Terms and Conditions, which may be found at <http://www.aos5.com/terms> in addition to any addendums shown on this quote.

Customer Signature

Date

(ii) Expenditures may be made for indirect expenses related to implementation of new court-related technology, including overtime pay, personnel or travel expenses, and technology-related supplies.

(c) A defendant who has been authorized by the court to pay a fine by installments shall be considered to have irrevocably appointed the clerk of the court as his or her agent upon whom all papers affecting his or her liability may be served, and the clerk shall forthwith notify the defendant thereof by ordinary mail at his or her last known address.

(d) "Ability to pay" means that the resources of the defendant, including all available income and resources, are sufficient to pay the fine and provide the defendant and his or her dependents with a reasonable subsistence compatible with health and decency.

History. Acts 1995, No. 1262, § 3; 2001, No. 1809, § 13; 2003, No. 1185, § 94; 2003, No. 1765, § 10; 2005, No. 1934, § 7; 2009, No. 633, § 8.

Publisher's Notes. For text of section effective January 1, 2012, see the following version.

Amendments. The 2005 amendment added present (b)(1)(B), (b)(1)(C), (b)(2)(B), (b)(3)(B)(ii) and (b)(3)(D) and (b)(3)(E) and made related changes; inserted "circuit" twice in (b)(2)(A); substituted "16-13-712" for "6-13-712" in (b)(3)(A); in (b)(3)(B)(i), inserted "collected in district court" "of the city in which the district court is located" and "district" twice; and inserted "of the county in which the district court is located" in (b)(3)(C).

The 2009 amendment, in (b), inserted "on the first day of each month" in

(b)(1)(A), inserted "and shall be authorized ... technology related supplies" in (b)(2)(B)(i), deleted (b)(2)(B)(iii), which read: "All expenditures from the circuit court automation fund shall be authorized, pursuant to the county accounting law, by the quorum court," inserted (b)(3)(D)(ii) and (b)(2)(E)(ii), redesignated the remaining text of (b)(3)(D) and (b)(3)(E), and substituted "and paid, under state laws governing the appropriation and payment of county or municipal expenditures" for "pursuant to state accounting law" in (b)(31)(D)(i) and (b)(3)(E)(i); and made related and minor stylistic changes.

Effective Dates. Acts 2003, No. 1185, § 94: Jan. 1, 2005, by its own terms.

CASE NOTES

Right to Appeal.

City could not rely on the application of this section to claim that defendants' appeal had to be dismissed for the failure of defendants to pay an appeal bond because, even though the court had the right

to order installment payments, nothing in this section authorizes a district court to demand payment of the fine as a prerequisite for taking an appeal to circuit court. *Velek v. State*, 364 Ark. 531, 222 S.W.3d 182 (2006).

16-13-704. Installment payments. [Effective January 1, 2012.]

(a)(1) If the court concludes that the defendant has the ability to pay the fine, but that requiring the defendant to make immediate payment in full would cause a severe and undue hardship for the defendant and the defendant's dependents, the court may authorize payment of the fine by means of installment payments in accordance with this subchapter.

(2)(A) When a court authorizes payment of a fine by means of installment payments, it shall issue, without a separate disclosure

hearing, an order that the fine be paid in full by a date certain and that in default of payment, the defendant must appear in court to explain the failure to pay.

(B) In fixing the date of payment, the court shall issue an order which will complete payment of the fine as promptly as possible without creating a severe and undue hardship for the defendant and the defendant's dependents.

(b)(1)(A) In addition to the fine and any other assessments authorized by this subchapter, an installment fee of five dollars (\$5.00) per month shall be assessed on each person who is authorized to pay a fine on an installment basis.

(B) This fee shall be collected in full each month in which a defendant makes an installment payment.

(C) This fee shall accrue each month that a defendant does not make an installment payment and the fine has not been paid in full.

(2)(A)(i) One-half ($\frac{1}{2}$) of the installment fee collected in circuit court shall be remitted by the tenth day of each month to the Administration of Justice Funds Section of the Office of Administrative Services of the Department of Finance and Administration, on a form provided by that office, for deposit in the Judicial Fine Collection Enhancement Fund established by § 16-13-712.

(ii) The other half of the installment fee shall be remitted by the tenth day of each month to the county treasurer to be deposited in a fund entitled the circuit court automation fund to be used solely for circuit court-related technology.

(B)(i) Expenditures from the circuit court automation fund shall be approved by the administrative circuit judge of each judicial circuit.

(ii) Funds in each county in a judicial circuit may be pooled for expenditure pursuant to a circuit-wide technology plan approved by the administrative circuit judge.

(iii) All expenditures from the circuit court automation fund shall be authorized, pursuant to the county accounting law, by the quorum court.

(3)(A) One-half ($\frac{1}{2}$) of the installment fee collected in district court shall be remitted by the tenth day of each month to the Administration of Justice Funds Section, on a form provided by that section, for deposit in the Judicial Fine Collection Enhancement Fund established by § 16-13-712.

(B) The other half of the installment fee collected in district court shall be remitted by the tenth day of each month to the city treasurer of the city in which the district court is located to be deposited in a fund entitled the district court automation fund to be used solely for district court-related technology.

(C) In any district court which is funded solely by the county, the other half of this fee shall be remitted by the tenth day of each month to the county treasurer of the county in which the district court is located to be deposited in the district court automation fund to be used solely for district court-related technology.

(D) Expenditures from the district court automation fund shall be approved by a district judge and shall be authorized, pursuant to state accounting law, by the governing body or, if applicable, governing bodies which contribute to the expenses of a district court.

(c) Any defendant who has been authorized by the court to pay a fine by installments shall be considered to have irrevocably appointed the clerk of the court as his or her agent upon whom all papers affecting his or her liability may be served, and the clerk shall forthwith notify the defendant thereof by ordinary mail at his or her last known address.

(d) "Ability to pay" means that the resources of the defendant, including all available income and resources, are sufficient to pay the fine and provide the defendant and his or her dependents with a reasonable subsistence compatible with health and decency.

History. Acts 1995, No. 1262, § 3; 2001, No. 1809, § 13; 2003, No. 1185, § 94; 2003, No. 1765, § 10; 2005, No. 1934, § 7; 2007, No. 663, § 32.

Publisher's Notes. For text of section effective until January 1, 2012, see the preceding version.

Amendments. The 2007 amendment deleted "or city court" following "district court" in (b)(3)(A); deleted former (b)(3)(B)(ii) and (b)(3)(E); and made related changes.

Effective Dates. Acts 2007, No. 663, § 56, as amended by Acts 2009, No. 345, § 7, provided:

"(a) Sections 2 through 15 of this act are effective January 1, 2008.

"(b) Sections 16 through 50 and 52 through 55 of this act are effective January 1, 2012.

"(c) Section 51 of Act 663 of 2007 is effective January 1, 2012, except:

"(1) That portion of Section 51 of Act 663 of 2007 that is referred to in Act 663 of 2007 as 16-17-933, establishing the Cleburne County District Court and departments of that court, codified as § 16-17-936 is effective July 1, 2009; and

"(2) That portion of Section 51 of Act 663 of 2007 that is referred to in Act 663 of 2007 as 16-17-950, establishing the St. Francis County District Court and departments of that court, codified as § 16-17-954 is effective July 1, 2009."

CASE NOTES

Right to Appeal.

City could not rely on the application of this section to claim that defendants' appeal had to be dismissed for the failure of defendants to pay an appeal bond because, even though the court had the right

to order installment payments, nothing in this section authorizes a district court to demand payment of the fine as a prerequisite for taking an appeal to circuit court. *Velek v. State*, 364 Ark. 531, 222 S.W.3d 182 (2006).

16-13-705. Personal checks.

(a) The court shall accept personal checks drawn in the favor of a designated official, as provided in § 16-13-709, in payment of any fine or associated charge assessed by the court if the person issuing the check furnishes satisfactory proof of residence in this state and if the personal check is drawn on a banking institution located in this state.

(b)(1) If any personal check offered in payment pursuant to this section is returned without payment, for any reason, a reasonable charge for the returned check, not to exceed the actual costs incurred by the court or designated agency, may be imposed to recover processing and collection costs.

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2017	Division /Org2 DISTRICT COURT (040) Requestor: Dena Stockalper	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Purchase and upgrades for the Fayetteville District Court video arraignment equipment. Upgrade to include the purchase of two (2) cameras, display monitor, microphones, wall mount, power supply, software, hardware and cabling.

RESOLUTION/ORDINANCE	COUNCIL DATE: 3/7/2017
	LEGISTAR FILE ID#: 2017-0112
	<i>Barbara Fell</i> 2/22/2017 8:54 AM
	Budget Director _____ Date _____
	TYPE: _____
	DESCRIPTION: _____
	GLDATE: _____
	POSTED: _____ / _____

TOTAL		10,000	10,000	v.20161220		
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub		
1010.040.0400-5210.00	10,000	-	39012	901	EX	Minor Equipment
	-	-				
1010.900.1001-4900.00	-	10,000	39012	901	RE	Miscellaneous Revenue
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0091

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

INSITUFORM TECHNOLOGIES, INC.:

A RESOLUTION TO APPROVE THE FINAL CONTRACT EXTENSION WITH INSITUFORM TECHNOLOGIES, INC. AND TO APPROVE AN AUTHORIZATION OF UP TO \$330,000.00 FOR SEWER REHABILITATION PROJECTS IN 2017 USING CURED-IN-PLACE SANITARY SEWER LININGS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the final contract extension with Insituform Technologies, Inc. and approves an authorization of up to \$330,000.00 for sewer rehabilitation projects in 2017 using cured-in-place sanitary sewer linings.

City of Fayetteville Staff Review Form

2017-0091

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

2/17/2017

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract extension with Insituform Technologies, Inc., and approval of an authorization totaling \$330,000 for City of Fayetteville sewer rehabilitation in 2017 using cured-in-place sanitary sewer linings.

Budget Impact:

5400.720.5700-5815.00

Water and Sewer

Account Number

Fund

02017.2017

Sanitary Sewer Rehabilitation

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 5,326,605.50

Funds Obligated \$ 123,923.07

Current Balance \$ 5,202,682.43

Does item have a cost? Yes

Item Cost \$ 330,000.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 4,872,682.43

V20140710

Previous Ordinance or Resolution # 50-16

Original Contract Number: 2270

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 7, 2017

TO: Fayetteville City Council

THRU: Mayor Lioneld Jordan
Don Marr, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE: February 16, 2017

SUBJECT: 2017 Sewer Rehabilitation Contract with Insituform Technologies, Inc.

RECOMMENDATION:

Staff recommends approval of a contract extension with Insituform Technologies, Inc., and approval of an authorization totaling \$330,000 for City of Fayetteville sewer rehabilitation in 2017 using cured-in-place sanitary sewer linings.

BACKGROUND:

On November 7, 2012, the City of Fayetteville accepted sealed competitive bids for sanitary sewer main line and service lateral lining services with Insituform Technologies, Inc. submitting the successful bid proposal (see attached materials). The bid schedule includes specific unit prices for various items of work; with the sanitary sewer rehabilitation program then using the same pricing to complete the annual rehabilitation program.

DISCUSSION:

The direct contracting with Insituform Technologies, Inc. allows the City of Fayetteville to execute its sanitary sewer rehabilitation program effectively and efficiently. Pipes being repaired with liners under this contract are either identified by the City through normal maintenance operations or by consultants executing Sanitary Sewer Evaluation Studies (such as the Smoke Testing Program). Either way, engineering and administrative costs are held to a bare minimum as formal plans and specifications are not required. This work is an integral part of the City's ongoing program to maintain its sewer system in the most long-term yet cost effective fashion, with cured-in-place linings being by far the lowest cost strategy for applications where it is appropriate. This will be the final year of a 5-year contract with Insituform.

BUDGET/STAFF IMPACT:

Funds are available in the 2017 Sanitary Sewer Rehabilitation Project budget.

ATTACHMENTS:

Staff Review Form
Bid Proposal
Resolutions 50-16 & 226-12



BID: 12-75
DATE: 11/07/12
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 12-75, Construction - 2013 Sanitary Sewer Main Line & Service Lateral Lining

BIDDER		TOTAL COST
1 Insituform Technologies, LLC.	\$	313,251.50
2 SAK Construction, LLC.	\$	537,875.00
3 Suncoast Infrastructure, Inc.	\$	391,600.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

P. Vice
P. VICE, PURCH MGR

Julie Paladino
WITNESS

11/07/12
DATE

Detailed Bid Tabulation - 2013 Sanitary Sewer Main Line and Service Lateral Lining, Cured in Place Pipe Method

Item No.	Item Description			Insituform Technologies, LLC		SAK Construction, LLC		Suncoast Infrastructure, Inc.	
		Approx. Qty.	Unit	Unit Price In Figures	Total	Unit Price In Figures	Total	Unit Price In Figures	Total
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	2500	LF	\$ 37.00	\$ 92,500.00	\$ 48.00	\$ 120,000.00	\$ 30.00	\$ 75,000.00
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	2000	LF	\$ 36.00	\$ 72,000.00	\$ 34.50	\$ 69,000.00	\$ 28.00	\$ 56,000.00
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 36.00	\$ 18,000.00	\$ 38.50	\$ 19,250.00	\$ 33.00	\$ 16,500.00
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 42.00	\$ 21,000.00	\$ 56.00	\$ 28,000.00	\$ 38.00	\$ 19,000.00
5	15" x 7.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 54.00	\$ 27,000.00	\$ 66.75	\$ 33,375.00	\$ 65.00	\$ 32,500.00
6	18" x 9mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 68.00	\$ 34,000.00	\$ 101.00	\$ 50,500.00	\$ 85.00	\$ 42,500.00
7	Internal reinstatement of Service Laterals	150	EA	\$ 0.01	\$ 1.50	\$ 100.00	\$ 15,000.00	\$ 50.00	\$ 7,500.00
8	Trenchless rehabilitation by CIPP of existing 4" Service Lateral	30	EA	\$ 1,350.00	\$ 40,500.00	\$ 3,300.00	\$ 99,000.00	\$ 3,345.00	\$ 100,350.00
9	Standard Mobilization (within 15 working days)	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 24,500.00	\$ 49,000.00	\$ 7,500.00	\$ 15,000.00
10	Emergency Mobilization (within 3 working days)	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 36,750.00	\$ 36,750.00	\$ 9,000.00	\$ 9,000.00
11	CIPP Point Repair, 6" - 12" Diameter, 10 LF	5	EA	\$ 850.00	\$ 4,250.00	\$ 3,600.00	\$ 18,000.00	\$ 3,650.00	\$ 18,250.00
	Total Bid				\$ 313,251.50		\$ 537,875.00		\$ 391,600.00

4.0 BIDDER'S PROPOSAL

4.1 ITEMIZED DESCRIPTION OF BID PRICING

TO: City of Fayetteville
Fayetteville, Arkansas

The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices to wit. The unit prices shall be written in words on each line below the item description. The unit price in figures and extended total in figures shall be written on the lines provided. The total bid amount shall be written in both figures and words on the lines provided.

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Qty.</u>	<u>Unit</u>	<u>Unit Price In Figures</u>	<u>Total</u>
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>Thirty seven and ^{no}/₁₀₀ dollars</u>	2500	LF	<u>\$ 37.00</u>	<u>\$ 92,500.00</u>
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>Thirty six and ^{no}/₁₀₀ dollars</u>	2000	LF	<u>\$ 36.00</u>	<u>\$ 72,000.00</u>
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>Thirty six and ^{no}/₁₀₀ dollars</u>	500	LF	<u>\$ 36.00</u>	<u>\$ 18,000.00</u>
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>Forty two and ^{no}/₁₀₀ dollars</u>	500	LF	<u>\$ 42.00</u>	<u>\$ 21,000.00</u>

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Qty.</u>	<u>Unit</u>	<u>Unit Price In Figures</u>	<u>Total</u>
5	15" x 7.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>Fifty four and ¹⁰/₁₀₀ dollars</u>	500	LF	<u>\$ 54.00</u>	<u>\$ 27,000.00</u>
6	18" x 9mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>Sixty eight and ¹⁰/₁₀₀ dollars</u>	500	LF	<u>\$ 68.00</u>	<u>\$ 34,000.00</u>
7	Internal reinstatement of Service Laterals				
	<u>Zero and ⁰/₁₀₀ dollars</u>	150	EA	<u>\$ 0.01</u>	<u>\$ 1.50</u>
8	Trenchless rehabilitation by CIPP of existing 4" Service Lateral				
	<u>One thousand three hundred fifty and ¹⁰/₁₀₀ dollars</u>	30	EA	<u>\$ 1,350.00</u>	<u>\$ 40,500.00</u>
9	Standard Mobilization (within 15 working days)				
	<u>One thousand and ¹⁰/₁₀₀ dollars</u>	2	EA	<u>\$ 1,000.00</u>	<u>\$ 2,000.00</u>
10	Emergency Mobilization (within 3 working days)				
	<u>Two thousand and ¹⁰/₁₀₀ dollars</u>	1	EA	<u>\$ 2,000.00</u>	<u>\$ 2,000.00</u>
11	CIPP Point Repair, 6" - 12" Diameter, 10 LF				
	<u>Eight hundred fifty and ¹⁰/₁₀₀ dollars</u>	5	EA	<u>\$ 850.00</u>	<u>\$ 4,250.00</u>

TOTAL BID AMOUNT \$ 313,251.50

Three hundred thirteen thousand two hundred fifty one dollars and fifty cents
(In Writing)

The undersigned understands that this bid is for a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas and that the City of Fayetteville here may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.

The bidder understands that the City of Fayetteville reserves the right to reject any or all bids, and to waive informalities in the bidding.

The undersigned further agrees that the proposal guaranty may be retained by the City of Fayetteville, Arkansas, provided the undersigned is one of the lowest and most advantageous bidders, and that said proposal guaranty shall remain with the City of Fayetteville until the contract has been signed, and the bond required for the faithful performance of the contract has been made by one of the lowest responsible bidders; otherwise, proposal guaranty may be obtained from the City of Fayetteville after forty-eight hours from the time of opening of the bids.

The undersigned hereby declares that he has had sufficient time to make all test and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the specifications and documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representation made by the City of Fayetteville are in any sense a warranty, but are mere estimates for guidance of the CONTRACTOR.

Upon receipt of notice of the acceptance of the bid, we will execute the formal contract attached in quintuplicate, within ten days, and will deliver a Surety Bond for the faithful performance of the contract, and such other bonds as may have been required in the specifications. The bid security attached in the sum of 5% of the greatest amount of the total bid is (\$5%) is to become the property of the City of Fayetteville if a cashier's check, and if a bond, the principal amount shall be paid to the City of Fayetteville, in the event the contract and bond are not executed within the time set forth, and to be considered as liquidated damages because the delay and additional work caused thereby are incapable of accurate ascertainment.

RESPECTFULLY SUBMITTED

Insituform Technologies, LLC
Bidder


SIGNATURE AND TITLE

H. Douglas Thomas
V.P.-Global Procurement/Ops.Supt.

SIGNATURE AND TITLE

Seal (If bidder is a corporation)

Business Address

17988 Edison Avenue

Chesterfield, MO 63005

Telephone Number

636-530-8000

FAX Number

636-530-0751

Arkansas Contractors License Number 0072030413

NOTE: DO NOT DETACH BID FROM OTHER PAPERS BOUND IN THIS DOCUMENT. Fill Bid Form in with ink and submit complete with all other papers bound in this document



113 West Mountain
Street Fayetteville,
AR 72701
(479) 575-8323

Resolution: 50-16

File Number: 2016-0083

INSITUFORM TECHNOLOGIES, INC.:

A RESOLUTION TO APPROVE A ONE YEAR CONTRACT EXTENSION WITH INSITUFORM TECHNOLOGIES, INC. IN AN AMOUNT NOT TO EXCEED \$330,000.00 FOR SEWER REHABILITATION USING CURED IN PLACE SANITARY SEWER LININGS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a one year contract extension with Insituform Technologies, Inc. in an amount not to exceed \$330,000.00 for sewer rehabilitation using cured-in-place sanitary sewer linings.

PASSED and APPROVED on 3/1/2016

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer



RESOLUTION NO. 226-12

A RESOLUTION TO APPROVE BID #12-75 FOR A CONSTRUCTION CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC FOR SERVICE LATERAL AND SEWER MAIN CURED IN PLACE LINING IN THE AMOUNT OF \$330,000.00.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Bid #12-75 for a construction contract with Insituform Technologies, LLC for service lateral and sewer main cured in place lining in the amount of \$330,000.00 and authorizes Mayor Jordan to sign the construction contract.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer





City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0107

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 13

ENVIRONMENTAL CONSULTING OPERATIONS, INC. AMENDMENT 3:

A RESOLUTION TO APPROVE AMENDMENT 3 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$56,500.00 FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT IN 2017

WHEREAS, Ordinance 5687, which was adopted on May 6, 2014, waived the requirement of formal competitive bidding and authorized a contract with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014; and

WHEREAS, Section 3.2 of the contract provides that the contract may be renewed for additional one year terms upon mutual agreement of the City and Environmental Consulting Operations, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment 3 to the contract with Environmental Consulting Operations, Inc. in the amount of \$56,500.00 for wetlands mitigation site monitoring and management in 2017.

City of Fayetteville Staff Review Form

2017-0107

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

2/16/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$56,500.00 FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT THROUGH 2017

Budget Impact:

5400.730.5120.5315.00

Water and Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 73,233.39

Funds Obligated \$ 16,233.39

Current Balance \$ 57,000.00

Does item have a cost? Yes

Item Cost \$ 56,500.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 500.00

V20140710

Previous Ordinance or Resolution # 35-16

Original Contract Number: 2320

Approval Date:

Comments: Ordinance 5687

MEETING OF MARCH 7, 2017

TO: Mayor and City Council
THRU: Mayor Lioneld Jordan
FROM: Tim Nyander, Utilities Director
DATE: February 15, 2017
SUBJECT: Professional Services Contract with ECO, Inc.

RECOMMENDATION:

Staff recommends approval of Amendment No. 3 with Environmental Consulting Operations, Inc. (ECO, Inc.) in the amount of \$56,500 for the ecological monitoring and adaptive management of Woolsey Wet Prairie in 2017. Ordinance 5687, which was adopted on May 6, 2014, waived the requirement of formal competitive bidding and authorized a contract with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014. Section 3.2 of the contract provides that the contract may be renewed for additional one year terms upon mutual agreement of the City and Environmental Consulting Operations, Inc.

BACKGROUND:

ECO, Inc. developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the WSIP, and was tasked to ensure full compliance with the related regulations and permits. ECO Inc. also designed the wetlands mitigation site that was required by the Corps of Engineers, which has a mandated seven year monitoring and reporting period. Funding comes from the Wastewater Treatment Operations Program.

DISCUSSION:

The contract covers the following work tasks for 2017:

- (1) Project Administration and Management;
- (2) Annual Ecological Restoration Monitoring;
- (3) Annual Adaptive Management Strategy;
- (4) Update Credit Tracking Ledger for Surplus Wetland Credits;

The details of each of these work tasks are outlined within the proposed Amendment No. 3 between the City of Fayetteville and ECO, Inc.

Amendment No. 3 has an increase of \$6,500 from 2016, and justification is attached.

BUDGET/STAFF IMPACT:

An appropriation of \$56,500 is requested to pay for these services. This will be paid for within the budget of the Wastewater Treatment Operations Program.

Attachments:

Staff Review Form

Amendment No. 3

Justification Attachment

**AMENDMENT NO. 3
TO
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
FOR
WOOLSEY WET PRAIRIE ECOLOGICAL MONITORING AND MANAGEMENT
ENVIRONMENTAL CONSULTING SERVICES**

THIS AMENDMENT NO. 3 to the Agreement For Professional Environmental Consulting Services, dated May 8, 2014 (the “Agreement”), by and between CITY OF FAYETTEVILLE, ARKANSAS (CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INC. (ECO) for environmental consulting services in connection with monitoring and ecological adaptive management of CITY’s wetland mitigation site (Site) known as Woolsey Wet Prairie is made and entered into for purposes of continuity of Site wetland habitat status in order to maintain surplus wetland credits generated at Site and due to Corps of Engineers (Corps) regulatory requirements to manage and maintain wetland compensatory mitigation in perpetuity to assure Site continues to meet ecological performance standards.

WHEREAS, this **AMENDMENT NO. 3** is a renewal of the May 8, 2014 Agreement that included a provision for automatic renewal of ECO’s annual Scope of Services beyond 2014 for additional 1-year terms upon mutual agreement by both CITY and ECO. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the CITY and ECO. All work to be performed prior to issuance of Amendment has been completed.

NOW THEREFORE, the CITY and ECO agree to amend the Agreement for ECO’s Scope of Services as follows:

1. Part A - Project Administration And Management

- a) General administration and project management activities;
- b) Perform project initiation activities;
- c) Provide environmental regulatory and technical information to CITY and CITY Contractors;
- d) Meet with CITY and CITY Contractors for information exchange, goal and timeline setting, reviewing management strategies and action items;
- e) Perform internal project control including budgeting, scheduling, and quality control;
- f) Part A applies to January through December 2017. ECO’s renewal of annual Scope of Services will be reviewed by the City Council and amended upon approval for renewal of Part A services beyond 2017.

2. Part B - Annual Ecological Restoration Monitoring

- a) Conduct qualitative monitoring activities twice annually to maintain cumulative plant species lists, evaluations of seasonal hydrology and associated plant communities, and identification of stands of invasive plant species to be controlled;
- b) Observe and document total plant species richness for each wetland cell and the total mitigation Site in historical comprehensive plant species lists;
- c) Record locations of concentrated stands of non-native and native invasive plant species and locations of rare Arkansas Natural Heritage Commission tracking plant species on wetland cell maps;
- d) Develop 2017 Woolsey Wet Prairie Adaptive Management Strategy & Monitoring Report No. 11 that is consistent with historical monitoring and management activities at Site in a format to be used for Site adaptive management purposes;
- e) Part B applies to January through December 2017. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part B services beyond 2017.

3. Part C - Annual Adaptive Management Strategy

- a) Continued development and implementation of annual strategy for specific controls of invasive species via selection, coordination, and scheduling of time sensitive hydrology controls, herbicide applications, mowing, hand pulling, and prescribed burning;
- b) Make Site visits throughout the growing season to make observations of hydrology, vegetation, and effectiveness of invasive vegetation control;
- c) Oversee selection, scheduling, and coordination of Site adaptive management activities and provide guidance pertaining to Site Deed-Restrictive Covenant restrictions to CITY and CITY's Contractors associated with management of Site;
- d) Provide restoration ecology advisory technical guidance to CITY and CITY's Contractors associated with management of Site for the purpose of implementation of Site management activities that are compliant with Site permanent protection measures and restrictions specified in the CITY's Section 404 permit;
- e) Document and maintain records of adaptive management activities implemented and the date of use;
- f) Make adjustments, as necessary, to timing and type of vegetation management to be implemented including, but not restricted to, hydrology management, mowing, herbicide applications, prescribed burning, and hand pulling of invasive plant species;

- g) Utilize drone-generated wetland cell aerial photographs showing locations of concentrated stands of invasive and non-native plant species and locations of rare Arkansas Natural Heritage Commission tracking plant species in order to target and prioritize areas for specific management activities;
- h) Develop herbicide application specifications that include specific types of herbicides to apply to specific invasive plant species by City contractors;
- i) Schedule and select type of herbicide, adjuvant, and application rate to be used for specific target non-native and invasive plant species at specific locations and document herbicide effectiveness;
- j) Coordinate, schedule, and observe areas where herbicide applications have been made to evaluate effectiveness for controlling invasive species by City contractors;
- k) Develop burn specifications that clearly identify prescribed Burn Contractor responsibilities as a part of CITY's informal bid process that identify: Site preparation, notifications, and Burn Contractor responsibilities;
- l) Coordinate, schedule, and observe prescribed burn to evaluate Burn Contractor's conformance with state laws, notifications, and specifications;
- m) Part C applies to January through December 2017. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part C services beyond 2017.

4. Part D - Update Credit Tracking Ledger for Surplus Wetland Credits

- a) Site has generated surplus of wetland credits above those required by CITY's Section 404 permit for wetland compensatory mitigation. CITY has received Corps approval to use wetland credits to mitigate for wetland impacts caused by the CITY's infrastructure improvement projects within Illinois River watershed, HUC 11110103;
- b) Under the 2014 Scope of Services, ECO developed a wetland credit ledger to include surplus credits and credit debits from CITY's Van Asche Extension Project for submittal to Corps;
- c) Under the 2015 Scope of Services, ECO developed a wetland credit ledger to include surplus credits and credit debits from CITY's Clabber Creek Recreational Trail Project for submittal to Corps;
- d) Under the 2016 Scope of Services, CITY did not utilize any surplus wetland credits for City infrastructure improvement projects requiring wetland compensatory mitigation;
- e) It is unknown at the current time, whether or not Part D services will be necessary for January through December 2017, and will be a function of whether or not surplus credit

transactions occur. Should 2017 wetland credit transactions occur, ECO shall update wetland credit ledger accordingly for submittal to Corps at the end of 2017;

- f) ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part D services beyond 2017.

5. COMPENSATION

- a) For the amended Scope of Services described herein, CITY agrees to pay ECO the sum specified below on Cost Detail Table. Invoices shall be submitted by ECO each month for work completed in the previous month. Total payments shall not exceed the amount of **FIFTY SIX THOUSAND FIVE HUNDRED U.S. DOLLARS (\$56,500.00)**.

Amendment No. 3 - 2017 Cost Detail

Amended ECO Scope of Services	Fee Estimate
Part A - 2017 Project Administration And Management	\$ 1,500
Part B - 2017 Annual Ecological Restoration Monitoring	\$20,000
Part C - 2017 Annual Adaptive Management Strategy	\$35,000
Part D - 2017 Update Surplus Wetland Credit Tracking Ledger	\$ 0
TOTAL	\$56,500.00

Clerical fees

The CITY and ECO intending to be legally bound, indicate their approval of this AMENDMENT No. 3 by their signatures below.

**ENVIRONMENTAL CONSULTING
OPERATIONS, INC.**

CITY OF FAYETTEVILLE

By: 
Bruce Shackleford, President

By: _____
Lioneld Jordan, Mayor

Date: December 30, 2016

Date: _____

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer

Date: _____

End of December 30, 2016 Amendment No. 3 for Environmental Consulting Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Thomas Insurance Agency of Benton, Inc. 114 East Conway Street P. O. Box 49 Benton AR 72018-0049		CONTACT NAME: Carol Alexander PHONE (A/C No. Ext): (501) 778-9162 FAX (A/C No): (501) 778-0533 E-MAIL ADDRESS: calexander@thomasins.net													
INSURED Environmental Consulting Operations, Inc. 17724 Interstate 30 Suite 5A Benton AR 72019		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Peerless Indemnity Ind. Co</td><td>NAIC # 18333</td></tr><tr><td>INSURER B: Cameron Insurance Company</td><td>15725</td></tr><tr><td>INSURER C: America First Insurance</td><td>12696</td></tr><tr><td>INSURER D: The Netherlands Ins. Co.</td><td></td></tr><tr><td>INSURER E: Westchester Fire</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Peerless Indemnity Ind. Co	NAIC # 18333	INSURER B: Cameron Insurance Company	15725	INSURER C: America First Insurance	12696	INSURER D: The Netherlands Ins. Co.		INSURER E: Westchester Fire		INSURER F:	
INSURER A: Peerless Indemnity Ind. Co	NAIC # 18333														
INSURER B: Cameron Insurance Company	15725														
INSURER C: America First Insurance	12696														
INSURER D: The Netherlands Ins. Co.															
INSURER E: Westchester Fire															
INSURER F:															

COVERAGES		CERTIFICATE NUMBER: Master 2015/2016		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) / POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			BOP8777430	5/10/2015 / 5/10/2016 5/10/2016 / 5/10/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO/AGG \$ 4,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						
	B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS			CA8001502	3/1/2015 / 3/1/2016 3/1/2016 / 3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
		☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					
C		UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE			CU8774331	5/10/2015 / 5/10/2016 5/10/2016 / 5/10/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
		DED ☒ RETENTION \$ 10,000					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC8777830	5/10/2015 / 5/10/2016 5/10/2016 / 5/10/2017	WC STATUS: ☐ TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
	E	Professional Liability		BINDER/PROFESSIONAL	5/10/2015 / 5/10/2016 5/10/2016 / 5/10/2017	Contractors Pollu Liab Agg 2,000,000 Contractors Pollu Liab Occ 1,000,000	
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)	
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CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Paul Childress/CALEX <i>Paul A. Childress</i>
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Date: January 25, 2017

To: Tim Nyander – City of Fayetteville

From: Bruce Shackleford, - ECO, Inc.

Regarding: Justification for 2017 Woolsey Wet Prairie Contract Price Increase

Upon your request, I am providing additional information pertaining to the justification for the price increase in ECO, Inc.'s 2017 Contract Amendment No. 3.

As discussed in the December 30, 2016 Executive Summary for Woolsey Wet Prairie Annual Ecological Monitoring and Adaptive Management:

The price reflected within the proposed 2017 Amendment No. 3 to the May 8, 2014 Agreement is slightly more than the 2016 Amendment No. 2.

Currently, additional labor is warranted under Part C Adaptive Management due to the need to reduce the very invasive woody vegetation at the site that is threatening the prairie habitat, America's most endangered ecosystem.

The December 30, 2016 Executive Summary showed the amount for 2016 Contract Amend. No. 2 (\$50,000) and the 2016 Actual Amount Billed (\$50,000), but did not show the actual work completed by ECO, Inc. (\$53,413), as shown below.

2016 Contract Amend. No. 2 Approved Amount	2016 Actual Billed	2016 Actual Work Completed	2016 Work Donated & Not Billed
\$50,000	\$50,000	\$53,413	\$3,413

The donated work was not shown in the December Statement No. 11 that I emailed to you on December 30, 2016, but it is reflected in the Itemized Category Report that was attached to the statement.

The \$3,413 overage was largely due to unanticipated labor for ECO, Inc. to address the need to greatly reduce the density of woody vegetation. Our work included:

- **Marking areas in the field for tree clearing/thinning;**
- **Conferrals with USFWS to minimize impacts and identify tree removal restrictive dates due to the presence of the endangered Indiana bat within the project area that roosts in trees during the warm season;**
- **Coordination with CH2MHill, regarding tree removal strategy, scheduling, methodology;**
- **Development of July 22, 2016 technical memorandum for tree clearing/thinning with marked thinning/clearing aerial photographs;**

- **Inclusion of proposed 2017 tree removal strategy section within Annual Monitoring and Adaptive Management Report with revised marked aerial photographs for tree clearing after learning that CH2MHill contractor's equipment would be difficult to use for thinning but is practicable for clearing;**

The figure of \$56,932 within the proposed 2017 Amendment No. 3 represents a \$3,519 or 6.5% increase over the 2016 Actual Work Completed figure of \$53,413, due to the planned upcoming activities for 2017.

- **Make minor changes to field-marked areas for tree clearing only and include a designated "No Clear" area to meet Section 404 permit requirement of maintaining a minimum of 2.25 acres as forested wetland mitigation site;**
- **Coordination with CH2MHill, regarding tree removal strategy, scheduling;**
- **Coordination with CH2MHill, regarding a more aggressive herbicide program for controlling wood vegetation;**
- **Provide guidance to CH2MHill for implementing preventative measures to control woody plant succession rather having to take more labor and equipment intensive actions that we now face;**
- **Field observation/oversight of tree clearing activities**

Historically, the level of tree removal currently needed in 2017 at Woolsey Wet Prairie has not been done in previous years. Growing season conditions can vary widely from one year to the next and this greatly influences how adaptive management tools can be implemented, and how effectively woody vegetation can be controlled with prescribed burning and herbicides. More specifically, fire may stunt and/or kill the very small woody vegetation, but will not kill the saplings and larger trees. Mechanical methods and/or herbicides are required to kill the saplings and larger trees.

The spring of 2015 was very wet and the March 23, 2015 prescribed burn was far less intense than any burn to date. Therefore, the fire was not sufficient to knock back a significant portion of the smaller woody plants. Atypical levels of inundation within the wetland cells prevailed well into the growing season, which precluded the application of herbicides to woody plants in many areas, due to herbicide restrictions that prohibit applying herbicides over standing water. The black willows, in particular, thrived under these conditions and grew larger. The March 5, 2016 prescribed burn was very intense, however, due to the increased size and density of black willows, the fire did not effectively kill many of the woody plants.

ECO, Inc. conducted a site reconnaissance in early July 2016 and observed the very dense growth of woody vegetation and subsequently developed the July 22, 2016 technical memorandum emphasizing the need for more aggressive actions to remove the dense woody growth. The acreage of forested areas has displaced herbaceous wetland acreage required by the City's Section 404 permit resulting in the loss of

surplus wetland credits and posing a threat to rare wetland sedge/rush plant species tracked as elements of conservation concern by the Arkansas Natural Heritage Commission (ANHC), that require open wet meadow habitat exposed to sunlight. The July 22, 2016 technical memorandum was copied to you on July 22, 2016. However, I am attaching it to this memorandum for your convenience. Table 2 on page 3 of the memo, shows excerpts from annual monitoring reports dating back to 2011 that recommend the need to control woody vegetation. As indicated on Page 4 of the memo *"ECO, Inc. has not observed control efforts of black willow during the 2016 growing season, and herbicide application records to date, do not indicate that herbicides are being applied to black willows. Furthermore, dense stands of persimmon saplings have been observed, particularly in Wetland Cell E-4."*

and

"As noted in the Table 1 black willow management records, no black willows have been cut/sprayed since 2013."

Additional detailed recommendations concerning the immediacy for tree removal activities, and consequences for failure to do so, is discussed in **Section 3.1 – Tree Removal To Control Woody Plant Succession** that I emailed to you on December 28, 2016.

Conferrals with CH2MHill since the July 22, 2016 memo (including yesterday) indicate that minimal actions were taken during the remainder of the 2016 growing season to reduce the density of woody vegetation and that they have made arrangements with the City for approval to have their vegetation control contractor to remove woody vegetation with a timber mulcher in the near future. Today, I reminded CH2MHill that the restrictive tree removal dates imposed by USFWS does not allow tree removal after March 15.

ECO, Inc.'s proposed price increase for coordination of tree removal activities coincides with CH2MHill getting City approval for contracting tree removal via a timber mulcher. Although changes in yearly weather patterns can affect implementation of adaptive management activities as discussed above, it is ECO, Inc.'s opinion that more cost-effective preventative measure are achievable.

Historically, ECO, Inc. has only billed for City-approved services provided and if annual services end up below the approved contract amount, The City is only billed for the labor and expenses expended toward the scope of work, rather than the full contract amount. This is well documented in previous budget memoranda and budget summaries I have provided to the City. For example, the 2015 Contract Amendment amount was \$50,766 but ECO, Inc. only billed for \$45,370.37.

In contrast, in certain years, ECO, Inc.'s labor and expenses may have exceeded the contract amount, due to unforeseen circumstances and ECO, Inc. has donated additional labor and expenses to get the job done.

Examples include:

1) 2013 when the approved contract amount was \$33,870.00, because of what was left in the WSIP budget. ECO, Inc. expended a total of \$39,590.60, thereby donating \$5,720.60 to the cause.

2) 2014 when David Jurgens departed his position with the City and ECO, Inc.'s contract was thereby delayed and not approved until May 8, 2014. Nonetheless, I could not allow the very time-sensitive work at WWP (such as March prescribed burn and post burn herbicide applications) to go without attention. Consequently, ECO, Inc. continued with providing services for WWP prior to contract approval, and made city fully aware of all of ECO, Inc.'s activities, donating \$13,124.30 of labor and expenses prior to May 8, 2014, for which the City was not billed.

3) 2016 when ECO, Inc. donated \$3,413, as described above.

I will be in contact with you to answer any questions you may have and to further clarify the issues at hand.



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0106

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 14

GULLEY PARK TRAIL IMPROVEMENTS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS FOR GULLEY PARK TRAIL IMPROVEMENTS

WHEREAS, the City of Fayetteville understands Federal-Aid Recreational Trails Program funds are available through the Arkansas Transportation Alternatives Program in an amount up to \$500,000.00 at 80% federal participation and 20% local match for improvements to the Gulley Park trails; and

WHEREAS, the City of Fayetteville understands that Federal-Aid funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the City of Fayetteville for the life of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that the City of Fayetteville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

Section 3: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the City of Fayetteville to cooperate with the Arkansas State Highway and Transportation Department to initiate action to implement this project.

City of Fayetteville Staff Review Form

2017-0106

Legistar File ID

March 7th, 2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Matt Mihalevich

2/16/2017

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit an application of an 80% federal 20% local matching grant through the Arkansas Recreational Trails Program for an award of up to \$500,000 to be used for trail improvements in Gulley Park.

Budget Impact:

2250.520.9255-5806.00

Parks Development

Account Number

Fund

13001.1

Community Park Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 550,000.00

Funds Obligated \$ -

Current Balance \$ 550,000.00

Does item have a cost? Yes

Item Cost \$ 125,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 425,000.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF MARCH 7TH, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: February 17th, 2017

SUBJECT: **2017-0106 Recreational Trails Grant Application – Gulley Park Trail Improvements**

RECOMMENDATION:

Approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit an application of an 80% federal 20% local matching grant through the Arkansas Recreational Trails Program for an award of up to \$500,000 to be used for trail improvements in Gulley Park.

BACKGROUND:

The Fayetteville Active Transportation Plan and the Northwest Arkansas Regional Bicycle and Pedestrian Master Plan identify the East Fayetteville Loop as a high priority trail. This 3.31-mile trail is composed of sections along Old Wire Road through Gulley Park and along the Niokaska Creek to connect to the Mud Creek Trail at Old Missouri Road. Improvements are currently under way along Old Wire Road and designs are being development to extend bicycle and pedestrian facilities along Old Wire Road to Gulley Park. The in-house trail construction crew plans to build the section of Niokaska Creek Trail through Gulley Park and on to Mud Creek Trail in 2018.

While the trail crew is working on the Niokaska Creek Trail through Gulley Park they plan to also reconstruct the dilapidated asphalt trails in Gulley Park and replace them with new 8-foot wide concrete and trail lighting. The Recreational Trails grant funding will be used to supplement funding for the in-house trail construction crew to build of both the main Niokaska Creek Trail and the loop trails within Gulley Park.

DISCUSSION:

The Recreational Trails Program is administered through the Arkansas State Highway and Transportation Department and has been a substantial program for trail funding over the years (see funding history below). For the 2017 funding cycle, staff would like to submit an application for funding 80% of the cost of trail improvements within Gulley Park.

BUDGET/STAFF IMPACT:

If the Recreational Trails Program grant is approved and fully funded, the City will be responsible for 20% of the total project cost, or \$125,000. The labor costs for the city in-house trail construction crew is eligible to count toward the 20% city match. Funding for the match has been budgeted through the Parks Development Program for community park improvements.

Summary of the Recreational Trails Grant awards to the City of Fayetteville since 1997:

Funding Year	AHTD Project Number	Trail Project	Location/Description	Funding Amount
1997	040271	Lake Fayetteville Kiosks	Three trailhead kiosks at Lake Fayetteville – North Shore, Softball Parking and Veterans Park.	\$20,000
2002	040401	Lake Fayetteville Spillway Bridge	Lake Fayetteville spillway, west of Veterans Park	\$51,247
2003	040425	Lake Fayetteville Spillway Bridge	Combined with the 2002 funds into one project to complete the Lake Fayetteville Spillway Bridge	\$20,000
2007	040507	Mud Creek Trail	Replacement of narrow arch bridge east of Front Street with an ADA compliant bridge.	\$33,600
2008	040530	Mud Creek Trail	Extension of Mud Creek Trail across Mud Creek along Old Missouri Road to Sweetbriar Drive.	\$60,000
2009	040558	Oak Ridge Trail	Frisco Trail west to Garland (Partnership with the U of A)	\$116,534
2010	040613	Lake Fayetteville Trail	Botanical Gardens to Veterans Park	\$80,000
2012	040656	Lake Fayetteville Trail	Lake Fayetteville Road Section at the Marina	\$75,000
2015	040701	Lake Fayetteville	Nature Trail Boardwalk near BGO	\$70,000
2016	040685	Frisco Trail Replacement	Frisco Ave. to Maple Street	\$56,000

Total since 1997- \$582,381

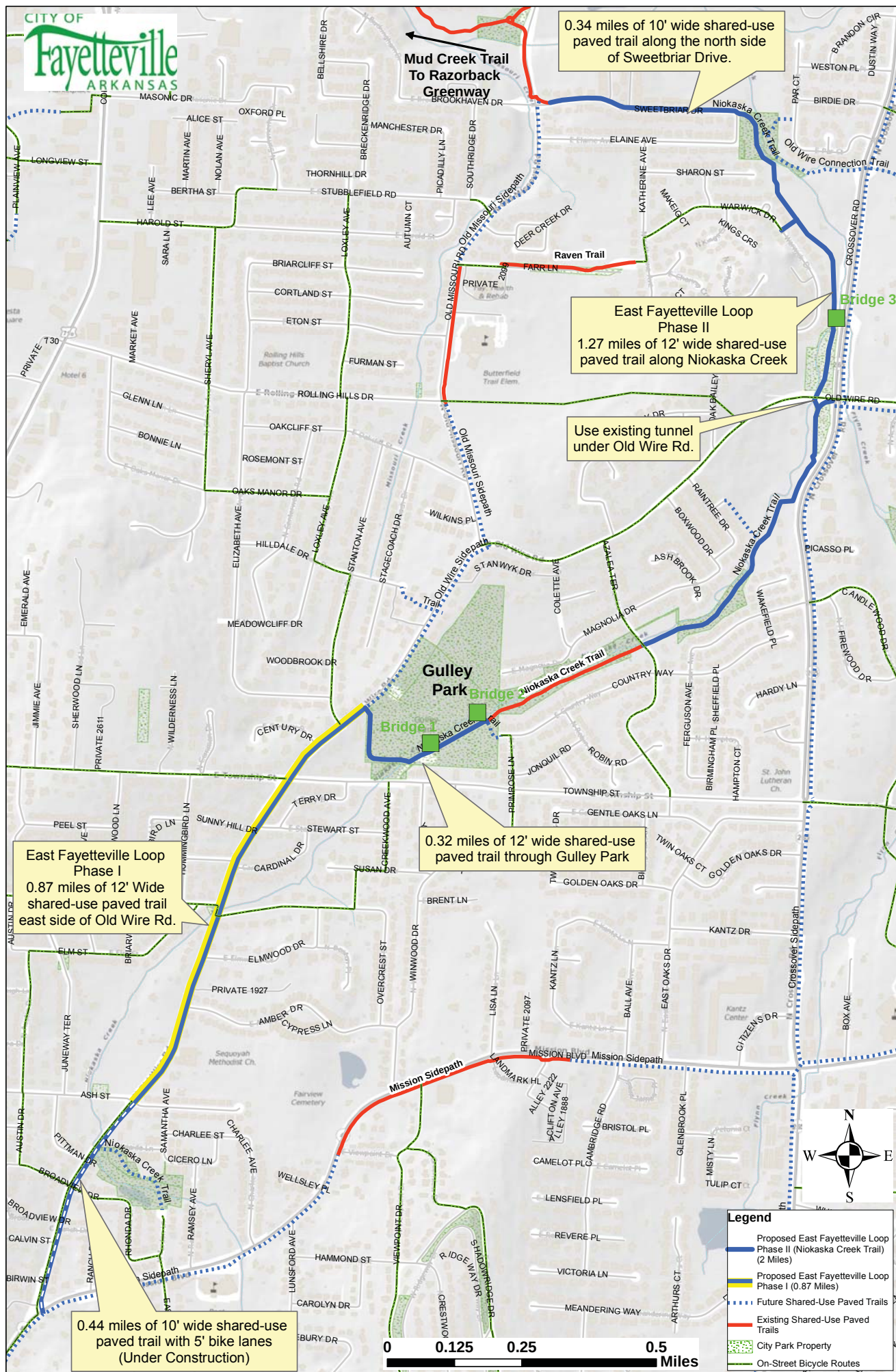
Attachments:

East Fayetteville Loop – Mission to Mud Creek Trail Map

Gulley Park Trails Map

Gulley Park Trails Cost Estimate

Recreational Trails Program Sample Resolution



East Fayetteville Loop - Mission to Mud Creek Trail - 3.31 Miles

Jan 2017



Main Trail (Niokaska) - 12' Wide Concrete	0.38 Miles
North Loop - 8' Wide Concrete	0.44 Miles
South Loop - 8' Wide Concrete	0.18 Miles
Total Trail Length = 1 Mile	



**Gulley Park Trail
5,566 LF (1 Mile)**

Cost Estimate

February 15, 2017

12' Wide Main Trail

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	12 foot wide 4" thick Concrete with Sub-Base (Main Trail)	2,117	L.F.	\$24.59	\$ 52,057.03
2	8 foot wide 4" thick Concrete with Sub-Base (Loop Trail)	3,441	L.F.	\$17.14	\$ 58,978.74
3	Bridge 1 & Abutments (50' Span) (12' Wide)	1	L.S.	\$62,050.00	\$ 62,050.00
4	Bridge 2 & Abutments (50' Span) (10' wide)	1	L.S.	\$57,050.00	\$ 57,050.00
5	LED Light, Pole and Conduit Installed (12' Wide Main Trail)	22	E.A.	\$2,899.91	\$ 63,798.02
6	LED Light, Pole and Conduit Installed (8' Wide Loop Trail)	36	E.A.	\$2,868.03	\$ 103,249.08

Estimated Material Only Cost \$397,182.87

10% Contingency \$39,718.29

Total Estimated Material Cost \$436,901.16

City Crews Labor and Equipment Cost \$60,000/month 6 Months \$360,000.00

Total Estimated Project Coat (Material and Labor) \$796,901.16

Funding:

Community Park Improvements (Parks Dept CIP) (13001.1) \$300,000.00

Recreational Trails Grant (If Fully Funded) (1 Million State Wide) \$500,000.00

Total Funding \$800,000.00

Balance \$3,098.84

SAMPLE RESOLUTION

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF

SPONSOR NAME

TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS

WHEREAS, *Sponsor Name* understands Federal-aid Recreational Trails Program Funds are available at 80% federal participation and 20% local match/in kind labor to develop or improve *Project Name*, and

WHEREAS, *Sponsor Name* understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

NOW THEREFORE, BE IT RESOLVED BY *SPONSOR'S GOVERNING BODY* THAT:

SECTION I: *Sponsor Name* will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION II: *Title of Sponsor's CEO/CAO* is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION III: *Sponsor's Governing Body* pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2017.

Signed: _____
Name of Sponsor's CEO/CAO

ATTEST: _____
(SEAL)

Notes:

- "Sponsor Name" is the name of the Agency (i.e. the City of Anywhere, Universal County, the Arkansas Department of Trails)
- "Sponsor's Governing Body" is the group of individuals that make the final financial decisions for the Agency (i.e. City Council, Quorum Court, Board of Directors, Commission)
- "Sponsor's CEO/CAO" is the person in charge of the day-to-day activities at the agency (i.e. Mayor, City Manager, County Judge, Executive Director, etc.)
- "Project Name" is the name of the project from the application



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0104

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 15

FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS AND AUTHORIZE APPLICATION FOR A 20% LOCAL MATCH GRANT THROUGH THE ARKANSAS TRANSPORTATION ALTERNATIVES PROGRAM IN AN AMOUNT UP TO \$500,000.00 FOR THE CONSTRUCTION OF THE SHARED USE TRAIL ON THE WEDINGTON DRIVE BRIDGE ACROSS INTERSTATE 49

WHEREAS, the City of Fayetteville understands Federal-Aid Transportation Alternatives Program funds are available through the Arkansas Transportation Alternatives Program in an amount up to \$500,000.00 at 80% federal participation and 20% local match for the construction of the shared use trail on the Wedington Drive bridge across Interstate 49; and

WHEREAS, the City of Fayetteville understands that Federal-Aid funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the City of Fayetteville for the life of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that the City of Fayetteville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

Section 3: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the City of Fayetteville to cooperate with the Arkansas State Highway and Transportation Department to initiate action to implement this project.

City of Fayetteville Staff Review Form

2017-0104

Legistar File ID

March 7th, 2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

2/16/2017

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit an application of an 80% federal 20% local matching grant through the Arkansas Transportation Alternatives Program for an award of up to \$500,000 for costs incurred with the widened bridge over I-49 at Wedington (Hwy 62) and associated trail improvements to accommodate pedestrians and bicycles.

Budget Impact:

4520.800.9556.5809.00

Sales Tax Construction - 2015 Series

Account Number

Fund

06035.1

Transportation Bond Street Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 12,843,353.00

Funds Obligated \$ 5,404,032.00

Current Balance \$ 7,439,321.00

Does item have a cost? Yes

Item Cost \$ 125,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 7,314,321.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF MARCH 7TH, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: February 17th, 2017

SUBJECT: **2017-0104 Transportation Alternatives Program Application – Wedington Bridge over I-49**

RECOMMENDATION:

Approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit an application of an 80% federal 20% local matching grant through the Arkansas Transportation Alternatives Program for an award of up to \$500,000 for costs incurred with the widened bridge over I-49 at Wedington (Hwy 62) and associated trail improvements to accommodate pedestrians and bicycles.

BACKGROUND:

In September of 2016, resolution 173-16 approved a cost-share agreement with the Arkansas State Highway and Transportation Commission to add a pedestrian and bicycle shared use path to the Wedington Bridge over I-49 with the City's portion of the cost not to exceed \$415,000.00. Staff requests approval to apply for funding of the cost share amount plus associated trail improvements with the Wedington project through the Transportation Alternatives Program through the Arkansas State Highway and Transportation Department.

DISCUSSION:

The bicycle and pedestrian components of the Wedington project are eligible for funding through the Transportation Alternatives Program administered through the Arkansas State Highway and Transportation Department. Since the grant program is administered through the Arkansas State Highway and Transportation Department the grant process will be streamlined to simply alleviating 80% of the City cost share funds to the project.

BUDGET/STAFF IMPACT:

If the Transportation Alternatives Program grant is approved and fully funded, the City will be responsible for 20% of the total project cost, or up to \$125,000. The 20% matching funds are available through the Transportation Bond Program that have been dedicated to the cost share agreement.

Attachments:

March 22nd AHTD Letter with proposed cross section
Transportation Alternatives Program Sample Resolution

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Scott E. Bennett, P.E.
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Fax (501) 569-2400
www.arkansashighways.com

March 22, 2016

RECEIVED

MAR 24 2016

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain Street
Fayetteville, Arkansas 72701

Dear Mayor Jordan:

It is our understanding from previous communications that you are requesting modification to the proposed design of AHTD Project BB0411 on Highway 16 to include a shared-use-path along the south side of the Highway 16 Bridge over I-49. Based on your comments, the addition of the shared-use-path can be accommodated.

The additional width needed to accommodate the shared-use-path is depicted on the enclosures. In order for this shared-use-path to be included in the project, the City would need to fund the additional cost associated with the shared-use-path, which has been estimated to be \$415,000.

If the City is acceptable to this offer, we ask that a response be provided where the design for the project can continue.

If we can be of further assistance, please let us know.

Sincerely,

A blue ink signature of Michael D. Fugett, P.E. is written over a light blue circular stamp that partially overlaps the signature.

Michael D. Fugett, P.E.
Assistant Chief Engineer - Design

Enclosures

c: Director
Deputy Director and Chief Operating Officer
Deputy Director and Chief Engineer
Assistant Chief Engineer - Planning
Engineer of Roadway Design

① STAGE CONSTRUCTION



BRIDGE ENGINEER

DRAWN BY: _____ DATE: _____ FILENAME: _____
 CHECKED BY: _____ DATE: _____ SCALE: 1/4" = 1'-0"
 DESIGNED BY: _____ DATE: _____
 BRIDGE NO. _____ DRAWING NO. _____

SAMPLE RESOLUTION

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF

SPONSOR NAME

TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS

WHEREAS, *Sponsor Name* understands Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match to develop or improve *Project Name*, and

WHEREAS, *Sponsor Name* understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

NOW THEREFORE, BE IT RESOLVED BY *SPONSOR'S GOVERNING BODY* THAT:

SECTION I: *Sponsor Name* will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION II: *Title of Sponsor's CEO/CAO* is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION III: *Sponsor's Governing Body* pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2017.

Signed: _____
Name of Sponsor's CEO/CAO

ATTEST: _____
(SEAL)

Notes:

- "Sponsor Name" is the name of the Agency (i.e. the City of Anywhere, Universal County, the Arkansas Department of Trails)
- "Sponsor's Governing Body" is the group of individuals that make the final financial decisions for the Agency (i.e. City Council, Quorum Court, Board of Directors, Commission)
- "Sponsor's CEO/CAO" is the person in charge of the day-to-day activities at the agency (i.e. Mayor, City Manager, County Judge, Executive Director, etc.)
- "Project Name" is the name of the project from the application



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0076

Agenda Date: 3/7/2017

Version: 1

Status: First Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 1

AMEND §110.02 TELECOMMUNICATIONS FRANCHISES:

AN ORDINANCE TO AMEND §110.02 TELECOMMUNICATIONS FRANCHISES OF THE CITY CODE TO INCLUDE AND INCORPORATE REFERENCES TO COMPETING LOCAL EXCHANGE CARRIERS AND ANY OTHER TELECOMMUNICATIONS PROVIDERS DESIRING TO USE CITY STREET RIGHTS OF WAY
LEFT ON THE FIRST READING

WHEREAS, § 110.02 **Telecommunications Franchises** was enacted to regulate newer telecommunications providers needing to use City street rights of way and should be further expanded to expressly include competing local exchange carriers which primarily provide wireless service between cell phone companies and users.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of Fayetteville, Arkansas hereby amends §110.02 **Telecommunications Franchises** of the Unified Development Code by enacting a new *Purpose* section as follows:

“(A) *Purpose*

This section is designed and intended to cover all telecommunications providers and lessees that provide any retail or wholesale telecommunications services (including not only land line telephones, but also data transmissions that can be ultimately received by mobile devices such as cell phones or wireless devices) within the City of Fayetteville.”

Section 2: That the City Council of Fayetteville, Arkansas hereby amends §110.02(A) *Definitions* by re-lettering it to (B) and enacting the following introductory language:

“(B) *Definitions*

The definitions of telecommunications providers and lessees shall be broadly construed and applied pursuant to the purpose of this section and shall include competing local exchange carriers and other primarily wireless service providers utilizing low power and relatively short right of way poles.”

Section 3: That the City Council of Fayetteville, Arkansas hereby enacts the following definition of

Competing local exchange carrier in §110.02(B) as follows:

“*Competing local exchange carrier* means a telecommunications provider that has received a certificate of public convenience and necessity from the Arkansas Public Service Commission under the authority of Ark. Code Ann. § 23-17-409 and is authorized to install equipment and operate within the public street rights of way in the City of Fayetteville.”

Section 4: That the City Council of Fayetteville, Arkansas hereby amends the definition of *Streets* in §110.02(B) as follows:

“*Streets* mean all Fayetteville public street and road rights of way and state and federal highway rights of way and the airspace over such facilities. A telecommunications provider or lessee’s franchise agreement with the City may authorize use of other City property.”

Section 5: That the City Council of Fayetteville, Arkansas hereby amends the definition of *Telecommunications* in §110.02(B) by enacting the following phrase at the end of the current definition: “whether wired or wireless.”

Section 6: That the City Council of Fayetteville, Arkansas hereby amends §110.02(F)(8) *Location of Facilities* by adding the following to the end of the current subsection:

“New structures shall be designed to be camouflaged to the greatest extent possible including, but not limited to, use of compatible building materials and colors, appropriate screening and landscaping, and incorporation within street lights. New structures shall not exceed 20 feet in height when located in the right of way of residential, local or collector streets and shall not exceed 30 feet in height when located in the right of way of arterial streets as designated by the Master Street Plan.

The City Planning Director is empowered to grant a variance to the height restriction considering such factors as the height of other poles and structures in the vicinity, the character of the neighborhood surrounding the proposed location, the technological requirements of the company, and whether allowing the variance will reduce the number of other poles or structures in the area.”

Section 7: That the City Council of Fayetteville, Arkansas hereby amends §110.02(F)(10) *Co-Location; Sharing of Pole Space* by adding the following to the end of the current subsection:

“The applicant shall bear the burden of proving to City staff’s satisfaction that co-location or sharing of pole space is not possible before consideration will be given to the installation of new poles.”

Section 8: That the City Council of Fayetteville, Arkansas hereby enacts a new §110.02(F)(14) *Appeals* as follows:

“(14) *Appeals*. Staff interpretations and actions may be appealed to the City Council by the applicant or an alderman and shall comply with the procedural requirements set forth in § 155.02 - **Form/Time/Place** of Chapter 155: **Appeals**.

City of Fayetteville Staff Review Form

2017-0076

Legistar File ID

2/21/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Kit Williams

2/3/2017

City Attorney /
General Government Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

AN ORDINANCE TO AMEND §110.02 TELECOMMUNICATIONS FRANCHISES OF THE CITY CODE TO INCLUDE AND INCORPORATE REFERENCES TO COMPETING LOCAL EXCHANGE CARRIERS AND ANY OTHER TELECOMMUNICATIONS PROVIDERS DESIRING TO USE CITY STREET RIGHTS OF WAY

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Don Marr, Chief of Staff
Paul Becker, Finance Director
Jeremy Pate, Development Services Director

FROM: Kit Williams, City Attorney

DATE: February 2, 2017

RE: Competing Local Exchange Carriers Granted Certificate of Public Convenience and Necessity from the Arkansas Public Service Commission

The Arkansas Legislation has empowered the Arkansas Public Service Commission to grant telecommunications companies known as Competing Local Exchange Carriers a Certificate of Public Convenience and Necessity. Such a certificate provides some authority for these companies to utilize Arkansas cities' rights of way to install low power telecommunications networks. Exactly how much authority this certificate carries and how much continuing authority Arkansas Cities have to control and regulate such carriers within the cities' rights of way is not settled.

My Office believes we should be proactive on this issue and have thus proposed an amendment to § 110.02 Telecommunication Franchises to include Competing Local Exchange Carriers. Our goal is to facilitate the new competing telecommunication companies while preserving Fayetteville's beautiful and uncluttered street scape, especially in residential areas.

This ordinance amendment seeks, to require co-location of these lower power antennas on existing poles or buildings which is similar to co-location requirements for existing cell phone antennas and towers. If co-location is not feasible, then this ordinance seeks to limit the height of new poles to twenty (20) feet along residential, local and collector streets and thirty (30) feet along arterials. This ordinance would also empower the Planning Director (Andrew Garner) to grant reasonable variances for the height restrictions. His variance decision can be appealed to the City Council.

As a couple of competing Local Exchange Carrier companies have begun exploratory conversations with City staff, the City Council needs to enact this legal framework so these negotiations can be successful.

CHAPTER 110: TELECOMMUNICATION FRANCHISE AND BILLPOSTING

Sections:

Article I. General Provisions

- 110.01 Billposting
- 110.02 Telecommunication Franchises
- 110.03—110.99 Reserved

ARTICLE I. GENERAL PROVISIONS

110.01 Billposting

In order to prevent litter, protect the beauty of Fayetteville, and preserve private property owners' rights, no bill, notice, advertisement or similar document may be posted, stuck, painted, attached or allowed or caused to be posted, stuck, painted or attached to or upon:

- (A) Any utility or light pole, or government traffic, directional or other sign;
- (B) Any private property including a building, fence, wall, pole, sign or other structure without first having obtained express permission from the owner of such property;
- (C) Any public property without first having obtained express permission of the public entity which owns or controls such property;
- (D) Any vehicle located on an off-street parking lot if the parking lot owner has installed a sign prohibiting such bill posting.

(Code 1965, §§13-2, 13-3; Ord. No. 241, 9-11-1908; Ord. No. 3773, §1, 4-5-94; Code 1991, §110.01; Ord. No. 5406, 5-4-11; Ord. No. 5762, §1, 4-7-15)

110.02 Telecommunication Franchises

- (A) Definitions. As used in §110.02 the following terms shall have the meanings set out:

Applicant means a telecommunications provider or telecommunications lessee that applies for a franchise or license pursuant to this ordinance.

Franchise fee means compensation paid to the city by the telecommunications provider or lessee in exchange for the use of the city's streets to deliver telecommunications services.

Gross revenues means all revenues from basic local service, excluding, among other things, extension, terminal equipment, toll, access, yellow pages, and other miscellaneous equipment revenues pursuant to Arkansas Code Ann. §14-200-101.

Person means any individual, resident, citizens, business firm, corporation, partnership, governmental agency, or institution.

Streets means all streets, roads, highways, alleys, rights-of-way, public utility easements, public property, public ways and air space over such streets, roads, alleys, public rights-of-way, public utility easements, public property and public ways located within the geographic limits of the city.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing without change in the form or content of the information sent and received.

Telecommunications facilities or *facilities* means all conduits, manholes, poles, antennas, transceivers, wires, cable (including fiber optic cable) and appurtenances owned or utilized by a telecommunications provider or telecommunications lessee and located in, under or over the streets of the city and utilized in the provision of telecommunications services.

Telecommunications lessee or *lessee* means any person, firm, corporation, partnership, or other business entity, including resellers, that provides telecommunications services within the geographic boundaries of the city, including long-distance services that originate or terminate in the city, but utilizing, purchasing or leasing a telecommunications facility of a telecommunications provider or any element thereof, whether through purchase, lease, contract, interconnection agreement, or other business arrangement; provided that a person that owns its own telecommunications facilities in the city and utilizes, purchases or leases telecommunications facilities or elements thereof of other telecommunications providers in the city shall be classified as a telecommunications provider under the terms of this ordinance.

Telecommunications provider or *provider* means any person, firm, corporation, partnership or other business entity, other than the city, that provides telecommunications services within or without the geographic boundaries of the city by utilizing its own telecommunications facilities to provide telecommunications services.

Telecommunications services or *services* means any service delivering telecommunications by a telecommunications provider or lessee that the provider or lessee is authorized to provide under federal, state and local law, except that these terms do not include cable service as defined by the Cable Communications Policy Act of 1984, as amended by the Cable television Consumer Protection and Competition Act of 1992, 47 U.S.C. §521 et seq., and the Telecommunications Act of 1996.

Transmission line means a telecommunications facility that is used solely for the purpose of transmitting signals from one point to another point and does not include a line for the purpose of delivering telecommunications services to any person in the city.

- (B) *Requirement of City's Consent.* Every telecommunications provider and telecommunications lessee that utilize a telecommunications facility must obtain a franchise or license from the city in accordance with §110.02 in order to provide telecommunications services. Prior to providing any telecommunications facility, or utilizing any telecommunications facility, the provider or lessee must agree in writing to comply with the terms and conditions of this ordinance and enter into a franchise agreement or license agreement.
- (C) *Application Process.* Any telecommunications provider or lessee (who has not yet been awarded a franchise such as AT&T and the Prairie Grove Telephone Company) seeking to

utilize the streets to provide telecommunications service shall complete a brief application form approved by the Department of Transportation Services. Such application form shall briefly describe the general nature of the service to be provided, the type of construction or use of the facilities required, the name, address and telephone number of the person or entity seeking to provide the service, and the name, address and telephone number of an authorized representative of the person or entity.

- (1) The applicant shall also provide evidence in a form satisfactory to the city that it has the financial, legal and technical qualifications necessary to provide the service for which it seeks a franchise or license. The provision of authorization from the Arkansas Public Service Commission shall be deemed satisfactory evidence of these qualifications.

- (2) In considering whether to grant a franchise or license or impose terms and conditions on the grant of a franchise or license, the city may consider, without limitation, the following factors to the extent not already considered by the Arkansas Public Service Commission:
- (a) The applicant's financial ability to pay the compensation and fees required by this ordinance;
 - (b) The applicant's ability to construct and operate the telecommunications facilities it seeks to utilize;
 - (c) The applicant's compliance with the terms and conditions of federal, state and local law including applicant's compliance in other jurisdictions in which it operates;
 - (d) The capacity of the streets to accommodate the applicant's proposed facilities;
 - (e) The damage or disruption, if any, of public or private facilities, improvements, or landscaping if a franchise or license is granted;
 - (f) The public interest in minimizing the cost and disruption of construction in, on, under and above the streets;
 - (g) The effect of public health, safety or welfare if a franchise or license is granted;
 - (h) The availability of alternate routes and/or locations for the proposed facilities;
 - (i) Whether the imposition of certain terms and conditions or the failure to grant the requested franchise or license would prohibit or have the effect of prohibiting the ability of the applicant to provide any interstate or intrastate telecommunications services; and
 - (j) Any other factor relating to whether the grant of a franchise or license impinges on the city's right to manage its streets.

(D) *Franchise or License Agreement.*

- (1) As a condition of the grant of a franchise or license, the provider or lessee shall enter into a franchise agreement or a license agreement with the city. A telecommunications provider shall enter into a franchise agreement. A telecommunications lessee shall enter into a license agreement.
- (2) The franchise agreement or license agreement shall contain such additional terms and conditions as are not in conflict with the terms of this ordinance as may be necessary and appropriate for the particular circumstances of the provider or lessee and its delivery of telecommunications services.

(E) *Construction Maintenance.*

- (1) *Construction Application.* Prior to the beginning construction, excluding routine maintenance or emergency repair, of any telecommunications facility, the telecommunications company shall apply to the Department of Transportation Services of the city for permission to carry out construction activities in the city's streets, and shall comply with all requirements of that department and all applicable ordinances or Code sections.

FAYETTEVILLE CODE OF ORDINANCES
TITLE XI BUSINESS REGULATIONS

- (2) *Construction Plan.* Prior to beginning construction, as defined above, the applicant shall submit a plan describing the proposed construction. The plan shall specify:
 - (a) The design of any telecommunications facilities to be construction or utilized;
 - (b) A map showing the precise location of any telecommunications facility to be constructed or utilized and any appurtenant facilities such as poles, attachments, guy wires, and the like;
 - (c) A description of any agreements that have been reached or are necessary with other telecommunications providers or providers of other utility services regarding use of existing facilities;
 - (d) The timetable for completion of construction, including any phases of construction;
 - (e) Such other information as well provide the city with pertinent information relating to the construction of the telecommunications facilities, including any pertinent information requested by the city.
- (3) *Prior Authority.* Prior to beginning construction, the applicant shall have received all necessary regulatory authority to construction a telecommunications facility or provide telecommunications service from the Arkansas Public Utilities Commission, the Federal Communications Commission, or other appropriate state or federal agency. Evidence that it has received such regulatory authority shall be filed with the city.
- (4) *Standards of Construction.* The method of construction, workmanship used, and materials utilized in the construction shall conform to all applicable federal, state and local statutes, rules, regulations and ordinances. All work shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality so as not to create a hazard or dangerous conditions on the streets. If, at any time, it is determined by the city or any other agency or authority of competent jurisdiction that any telecommunications facility presents a danger to the public health, safety or welfare, then the telecommunications provider or lessee shall, at its own cost and expense, upon thirty (30) days advance written notice, at its own cost and expense, promptly correct all such conditions.
- (5) *Maintenance and Repair.* Any telecommunications facility constructed or utilized pursuant to a franchise or license shall be maintained and repaired in accordance with the standards and under the terms and conditions set out in the preceding paragraph and such other terms and conditions as shall appear in this ordinance or the franchise agreement or license agreement.
- (6) *Minimal Disruption.* Construction, maintenance and repair of the telecommunications facilities shall be conducted in such a manner as to minimize any interference with or disruption of the city's streets, traffic, residences, businesses and institutions. The provider shall at all times endeavor to use trenchless technology in appropriate circumstances.

- (7) *Restoration.* Any disturbance of the city's streets shall be repaired and restored by the telecommunications provider or lessee at its expense and to a condition at least as good as that prevailing before the work causing such disturbance was commenced.
 - (8) *Location of Facilities.* New poles and other new facilities shall be located to the extent feasible in such a way as to minimize their effect on the visual landscape and on other aesthetic considerations and so as to minimize inconvenience.
 - (9) *Burial of Transmission Lines.* A telecommunications provider shall place its transmission line or other facilities underground where feasible and desirable from an aesthetic perspective.
 - (10) *Co-location; Sharing of Pole Space.* To the maximum extent feasible, a telecommunications provider constructing a new transmission line or other facility, or expanding an existing line or facility, shall utilize existing facilities or place its facilities underground. The owner of any existing facility shall to the extent permitted by law and consistent with any pole attachment regulations of the Public Service Commission, the Federal Communications Commission or other appropriate agency, permit the telecommunications provider to utilize its pole.
 - (11) *Movement of Facilities.* A telecommunications provider shall be required to temporarily disconnect or relocate any of its facilities located in the streets at its own expense when required by the city by reason of traffic conditions, public safety, or the construction, installation or repair of any public road, highway, building, park or other public project. The provider shall cooperate with any other public utility authorized by the city to provide utility service utilizing the city's streets. If a private entity is required by city to modify or affect the streets, that entity shall compensate the provider for its costs for the disconnection or relocation of any of the provider's facilities. Provider shall be notified by said private entity as soon as practical of any plan affecting provider's facilities.
 - (12) *Tree Trimming.* A telecommunications provider is authorized to trim trees in the city's streets to the extent necessary to properly maintain its transmission line or other facility, but prior to major trimming projects, it shall provide at least twenty-four (24) hours' notice to the city. The city, at its option, may choose to supervise such tree trimming. Upon conclusion of the tree trimming, the provider shall immediately clean up and remove all debris.
 - (13) *Curb Cuts.* No provider shall make paving cuts or curb cuts without the written consent of the Director of the Department of Transportation Services.
- (F) *Performance Bond.*
- (1) Prior to the provision of service, the provider shall post a performance bond, satisfactory to the city, in the city's favor to ensure faithful performance of the terms and provisions of the franchise agreement and any planned construction as designated to the construction plan the provider has filed with the city pursuant to subsection (E)(2). The bond shall be equivalent to 10% of the total cost of the construction as provided in the construction plan, or \$25,000.00, whichever is greater.

FAYETTEVILLE CODE OF ORDINANCES
TITLE XI BUSINESS REGULATIONS

- (2) In the event the provider fails to comply with the U.D.C. or to complete the construction in a safe, timely, and competent manner, after notice and a reasonable opportunity to cure, the city may recover, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment or any property of the provider, plus a reasonable allowance for attorneys' fees, up to the full amount of the bond.
 - (3) The city in its sole discretion may waive this requirement of a bond upon provider demonstrating sufficient financial resources or upon good cause shown to the Director of the Department of Transportation services.
- (G) *Fees. Amount.* In consideration of the city's grant of authority to utilize the city's streets for the provision or lease of telecommunications services, the telecommunications provider or lessee shall pay a franchise fee to the city in the following amounts:
 - (1) *In the City.* A telecommunications provider or lessee who provides service to residents, businesses or institutions in the city shall pay monthly an amount equal of 4% of its gross revenues within the corporate limits of the city during the preceding month.
 - (2) *Outside the City.* A telecommunications provider who provides service solely to persons outside the geographic boundaries of the city by utilizing a transmission line that uses city right-of-way or streets shall pay the city a reasonable annual fee based upon an installation fee and charge per linear feet of transmission line that traverses the city or based upon such other method as the city deems appropriate. Such a fee may be paid in a lump sum in advance or in a combination of a lump sum plus annual payment as the city deems fit;
 - (3) *Calculation of Payments.* All payments made to the city shall be accompanied by a statement certified as true by an appropriate employee of the provider or lessee explaining the basis of the calculation on which the payment was made.
 - (4) *Audit.* Upon reasonable notice, the city shall have the right to inspect and copy the telecommunications provider's or lessee's books and records that are reasonable necessary for the city to determine compliance with subsection G. A telecommunications provider or lessee shall maintain sufficient financial records governing its operation in the city to allow the determination of gross Revenues and to otherwise document accurate payment of fees.
 - (5) *Fees not a Tax.* Unless otherwise inconsistent with applicable law, the fees provided in this Section G are not taxes and are separate from, and in addition to, any and all federal, state, local and city taxes as may be levied, imposed or due from a telecommunications provider or lessee, its customers or subscribers, or on account of the lease, sale, delivery or transmission of telecommunications services; provided that no fee imposed by this section shall be imposed in violation of state or federal law.

(H) *Removal.*

- (1) Within thirty (30) days following written notice from the city, any telecommunications provider or other person that owns, controls or maintains any obsolete or unusable telecommunications facility or related appurtenances that the city determines is a visual blight or nuisance to the public on, in, under or above the streets shall, at its own expense, remove such facilities and appurtenances from the streets.
- (2) A telecommunications facility need not be removed if renovation or restoration is planned within a reasonable period of time by the telecommunications franchisee or licensee or if the telecommunications facility is being utilized for telecommunications services. In such case, prompt written notice shall be provided to city specifying why such telecommunications should not be removed and the specific time frame, if applicable, for any planned renovations or restoration.

(I) *Transfer; Transfer of Control.* A grantee or transferee of a telecommunications provider or licensee shall notify, at the same time it applies to the Arkansas Public Service Commission for a transfer or change of control, the City of Fayetteville of: 1) its intent to be a telecommunications provider or licensee; 2) its intent to comply with §110.02 Telecommunication Franchises; 3) its intent to promptly provide such information pertinent to the proposed transaction as may reasonably be required by the city.

(J) *Existing Telecommunications Providers.* A telecommunications provider delivering service in the city as of January 1, 2011, such as AT&T and the Prairie Grove Telephone Company need not apply for a franchise and are deemed to hold a franchise in conformity with §110.02. All previous franchise ordinances are deemed superseded by this Code section so that all existing or new telecommunication companies in Fayetteville must comply with all of the terms of §110.02 upon its effective date.

(Ord. No. 5406, 5-3-11)

110.03—110.99 Reserved



ExteNet Systems, Inc.
3030 Warrenville Road, Suite 340
Lisle, IL 60532
Phone: (630) 505-3800
Fax: (630) 577-1332
www.extenetsystems.com

November 16, 2016

Via United States Postal Service

RECEIVED

NOV 21 2016

**CITY OF FAYETTEVILLE
MAYOR'S OFFICE**

CITY OF FAYETTEVILLE

Mr. Don Marr, Chief of Staff
113 W. MOUNTAIN STREET
FAYETTEVILLE, AR 72701

Re: ExteNet Networks Request for Authorization and License/Franchise with the City of Fayetteville to provide Telecommunications Services in the City

Dear Mr. Marr:

Please accept this letter as the formal request of **EXTENET SYSTEMS INC.**, a Delaware corporation ("ExteNet"), for an appropriate form of authorization from the City of Fayetteville, Arkansas (the "City") to conduct business as a telecommunications company operating with infrastructure located in the City's public ways. This application is submitted to the City in accordance with § 253 of the Federal Telecommunications Act of 1996; Title 23 § 17 of the Arkansas Government Code; and Section 110.02 of the Fayetteville Municipal Code governing the use of the public way by telecommunications carriers for the provision of their services.

Agreement Form and Purpose.

ExteNet hereby requests a **non-exclusive** License or Franchise Agreement or other appropriate form of authorization from the City in order to install, operate, and maintain fiber optic cable and associated equipment, including optical repeaters and antenna facilities, on, over, and under the public way in the City in connection with the provision of telecommunications provided by ExteNet as a carrier's carrier to its wireless carrier customers.

A. Information about ExteNet.

ExteNet Networks, with its proprietary technology and network, helps Cities provide much desired wireless communication services, WITHOUT the need for traditional cellular towers or installations. ExteNet provides this technology and network by utilizing existing utility infrastructure and poles for the attachment. The

network is low-powered and visually unobtrusive. Additional information about ExteNet and its technology and services is contained in a separate document entitled "ExteNet Community Benefits" enclosed with this application letter. Additional information can be supplied to the City upon request.

B. ExteNet Business Model.

ExteNet is a facilities-based provider of protocol-agnostic, fiber optic cable light wave-to-radio frequency ("RF") conversion and RF transport telecommunications services. ExteNet will make its services available in the City of Fayetteville to any carrier that wishes to purchase them to transport its customers' wireless voice and data transmission between the carrier's base station and the fiber-fed optical repeater nodes and associated antennas that ExteNet seeks to deploy on streetlights and other infrastructure available under the License Agreement or from other utilities. ExteNet's services will amplify and extend wireless carriers' RF signals in difficult coverage and high capacity areas of the City. ExteNet customers will offer regulated telecommunications services to its customers through which ExteNet will construct and operate fiber-fed microcell networks capable of sustaining up to two (2) carrier customers without unnecessary replication of infrastructure.

C. Regulatory Status.

Pursuant to Arkansas State Statutes ExteNet has applied for and expects to receive a Certificate of Convenience and Necessity (CCN) so as to be statutorily compliant as a Telecommunications Providers (TPs) in the State of Arkansas. If required under applicable Arkansas laws, ExteNet will obtain any further authorizations from the Arkansas Public Service Commission (PSC) prior to offering any services in connection with the exercise of its rights under any Franchise or License Agreement from the City.

D. Proposed Location and Number of Attachments.

ExteNet proposes that its License Agreement with the City authorize the installation and operation of its equipment and network in, under, and over the public ways of the City on standard-design prefabricated steel poles, wooden distribution poles, and other available structures throughout the City. The initial design and route of ExteNet's proposed facilities is included with this letter.

E. Use of Poles and Streets; Trenching.

ExteNet also requests permission to utilize any City-owned streetlight poles, traffic light poles, (collectively "poles") for the deployment of optical repeater telecommunications equipment (including associated cables, brackets, and antennas) in accordance with the terms, conditions, and authorized purposes set forth in a License Agreement. To the greatest extent possible, ExteNet will utilize the existing conduit available for the distribution of fiber optic cable in the City. ExteNet will use every effort to minimize trenching and boring in the streets of the City by feeding fiber optic cabling directly from existing conduit, where available, to the poles to which optical repeater

nodes and related equipment will be attached pursuant to the License Agreement. ExteNet will observe all applicable rules and regulations of the City with respect to encroachment permitting and the terms and conditions related to construction of the ExteNet fiber-fed optical repeater network in the City.

F. Technical Specifications and Drawings.

ExteNet will agree to observe all the terms, conditions, limitations, and design specifications set forth in the License Agreement in its installation, deployment, and operation of the ExteNet fiber-fed optical repeater network in the City. Additional specifications and technical drawings of representative types of equipment can be supplied upon requested by the City.

G. Proposed Compensation to City.

ExteNet will pay the City all required and authorized fees. In addition, if the City owns infrastructure ExteNet is willing to pay a reasonable fee for the right to attach to these facilities as well. Further, ExteNet will pay all required construction permitting fees consistent with others who are using the public right-of-way.

Thank you so much for your prompt and courteous attention to this request. We look forward to working with the City and bringing this valuable technology and infrastructure to the city. If you have any questions, please do not hesitate to call me at 281-203-6100 or via email at jmilone@extenetsystems.com. I would request as follow up to this letter that we schedule a meeting at your convenience to discuss the City's response to this letter of application and the next steps required of ExteNet to move our request, application and or form of agreement forward to approval.

With Regards,

EXTENET SYSTEMS, INC.



Joe Milone, Director

External Relations and Real Estate

Enclosures:

- Brochure - "ExteNet Corporate Info"
- Brochure - "Distributed Networks"
- Brochure - "Community Benefits"
- Network Design and Fiber Route Map
- Typical Pole Attachment Drawing
- Pictures of Proposed Node Pole Locations



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0110

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 1

GRANICUS, INCORPORATED:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE-YEAR CONTRACT WITH GRANICUS, INCORPORATED IN THE AMOUNT OF \$42,765.06 FOR 2017 WITH FOUR POSSIBLE ANNUAL RENEWALS WITH A 3% COST INCREASE EACH YEAR

WHEREAS, the City of Fayetteville has utilized Granicus, Inc. since 2012 to provide software to put together the City Council Agendas, provide video streaming and playback services for these City Council meetings, and provide voting management services for City Council meetings; and

WHEREAS, because significant expenditures of the city staff time, effort and expense have been required to master the Granicus software and systems, it is not feasible nor economical to change suppliers for these tasks at this time.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines that the facts shown above established that an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract with Granicus, Inc. in the amount of \$42,765.06 for managed legislative and voting services and video streaming services for 2017 with four possible annual renewals with a 3% cost increase each year.

City of Fayetteville Staff Review Form

2017-0110

Legistar File ID

3/7/17

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Doug Bankston

2/15/17

Media Services /
Communications & Marketing Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve a contract renewal with Granicus, Inc. for managed legislative, video streaming and voting services and hardware.

Budget Impact:

1010.060.0600-5315.00

GL--Contract Services

Account Number

Fund

NA

NA

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 42,765.06

Funds Obligated \$ 42,765.06

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 42,765.06

Budget Adjustment Attached? NA

Budget Adjustment

#

Remaining Budget \$ (42,765.06)

V20140710

Previous Ordinance or Resolution # Ord 5556

Original Contract Number:

Approval Date:

Comments:

TO: Mayor Jordan

THRU: Susan Norton, Communications Director
Don Marr, Chief of Staff

FROM: Doug Bankston, Media Services Director

DATE: February 15, 2016

SUBJECT: Approve a Contract Renewal with Granicus, Inc. for Legislative, Video Streaming and Voting Managed Services

RECOMMENDATION:

Staff recommends approving an updated contract with Granicus, Inc. to continue monthly managed legislative, video streaming and voting services.

BACKGROUND:

The original contract, signed in 2012 with renewals for a four-year term, has expired. The original contract covered the services of: Legistar and hardware and the Open Platform, Government Transparency and Meeting Efficiency Suites.

DISCUSSION:

The new contract with Granicus has renewals for a four-year term and has been updated to reflect new services and changes in hardware that the City has added during the 2012-2016 term. These services include: Basic service; Open Platform, Government Transparency and Meeting Efficiency and its associated managed hardware; Legislative Management Suite; Granicus Encoding Appliance software and high-definition 720p streaming upgrade; and the VoteCast Classic Package with hardware. These serve as the backbone of the City Clerk and City Council's agenda and meeting management, tracking, recording and archiving, as well as serve as the staff and public's interface with archived video-recorded meetings.

BUDGET/STAFF IMPACT:

Total for services for 2017 is \$42,765.06. This has been budgeted for in the 2017 budget that was approved by City Council. Contract calls for a yearly renewal for a period of four years with a three percent cost increase each year.

Attachments:

Staff Review Form, Staff Review Memo, Contract, Invoice

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement"), dated as of February 9, 2017 (the "Effective Date"), is entered into between Granicus, Inc. ("Granicus"), a California Corporation, and _____, a _____ (the "Client"). Additional definitions of capitalized terms used herein are set forth in Section 12 hereof.

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to continue with Client's existing solution as described in the Current Solution document, which is attached as Exhibit A, and incorporated herein by reference, (iii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. Managed Services shall mean the services provided by Granicus to Client as detailed in Exhibit A. Managed Services Fee shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Proposal and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work, including Client's work with its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with the functionality and features as described in the Proposal for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy

for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. PAYMENT OF FEES

3.1 Client agrees to pay all fees, costs and other amounts as outlined in the Proposal in Exhibit A.

3.2 Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of the respective product.

3.3 Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined under Section 3.4 below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

3.4 For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Upon Granicus Hardware and/or Software delivery, Client will have fifteen (15) days to notify Granicus of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

3.5 Granicus, Inc. shall send all invoices to:

Name: Doug Bankston
Title: Director of Media Services
Address: 101 W. Rock St., Fayetteville, AR 72701
Email: dbankston@fayetteville-ar.gov

3.6 Upon each yearly anniversary during the term of this Agreement (including both the initial term and all renewal terms), the Granicus Managed Service Fees shall automatically increase from the previous Managed Service Fees by three (3) percent per annum.

3.7 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training must be completed within ninety (90) days of the date of the project kickoff call. Any purchased training not used during this ninety (90) day period will expire. If Client feels that it is necessary to obtain more training after the initial ninety (90) day period, Client may purchase additional training at that time.

3.8 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted pursuant to Section 5.2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each Party grants to the other a non-exclusive, non-transferable (other than as

provided in Section 5 hereof), limited license to use the other Party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other Party's Trademarks shall be subject to the prior written approval of such other Party, approval of which shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data), or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the total amount of Managed Services Fees paid by Client under this Agreement for the one (1) year period prior to the date the claim arose, regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information of the other Party. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.2 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) if permitted by applicable law, notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for twenty-four (24) months after the date hereof. This Agreement shall automatically renew for up to three (3) additional terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

(c) Client shall refer to Exhibit E for the four (4) termination/expiration options available regarding Content.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6, 7, 8.2, 11, and 12 of the Agreement, and applicable provisions of the exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the termination or expiration options regarding Content as set forth on Exhibit E, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may terminate this Agreement and refund any prepaid fees to Client for which it has not received the services.

10. INTERLOCAL AGREEMENT.

10.1 This Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use, including the products and services and fees applicable thereto. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. MISCELLANEOUS.

11.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

11.2 Governing Law. The laws of the State of Arkansas shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles and venue for any action shall be in the Circuit Court of Washington County, Arkansas.

11.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

11.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

11.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

11.6 Closed Captioning Services. Client and Granicus may agree that a third party will provide closed captioning or transcription services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

12. DEFINITIONS. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

12.1 "Confidential Information" shall mean all proprietary or confidential information disclosed or made available by either party pursuant to this Agreement, directly or indirectly, in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection), that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material); provided, however, that Confidential Information shall not include the Content that is to be published on the Client Website.

12.2 “Content” shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus.

12.3 “Client Website” shall mean the Client's existing websites.

12.4 “Granicus Application Programmatic Interface” shall mean the Granicus interface which is used to add, update, extract, or delete information in MediaManager.

12.5 “Granicus Solution” shall mean the Solution detailed in the Proposal, which may include Granicus Software, Installation and Training, Managed Services, and Hardware, as specified in Exhibit A.

12.6 “Granicus Software” shall mean all software included with the Granicus Solution as specified in the attached Proposal that may include but is not limited to: MediaManager™ (includes Uploader, Software Development Kit, and Podcasting Services), MinutesMaker™ (includes LiveManager), MobileEncoder™, VotingSystem™ (includes Public Vote Display).

12.7 “Hardware” shall mean the equipment components of the Granicus Solution, as listed in Exhibit A.

12.8 “Managed Services” shall mean the services provided by Granicus to Client for bandwidth usage associated with live and archived Internet streaming, data storage, and Granicus Solution maintenance, upgrades, parts, customer support services, and system monitoring, as detailed in the Proposal attached as Exhibit A.

12.9 “Managed Services Fee” shall mean the monthly cost of the Managed Services, as specified in Exhibit A.

12.10 “Meeting Body” shall mean a unique board, commission, agency, or council body comprised of appointed or elected officials that meet in a public capacity with the objective of performing decisions through a democratic voting process (typically following Robert’s Rules of Order). Two or more Meeting Bodies may be comprised of some or all of the same members or officials but may still be considered separate and unique Meeting Bodies at Granicus’ sole discretion. For example, committees, subcommittees, city councils, planning commissions, parks and recreation departments, boards of supervisors, school boards/districts, and redevelopment agencies may be considered separate and unique individual Meeting Bodies at Granicus’ sole discretion.

12.11 “Proposal” shall mean the document where the Granicus Solution that is the object of this Agreement is described along with pricing and training information.

12.12 “Representatives” shall mean the officers, directors, employees, agents, attorneys, accountants, financial advisors and other representatives of a party.

12.13 “Trademarks” shall mean all trademarks, trade names and logos of Granicus and Client that are listed on Exhibit D attached hereto, and any other trademarks, trade names and logos that Granicus or Client may specify in writing to the other party from time to time.

This Agreement consists of this Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

Exhibit A: Current Solution
Exhibit B: Support Information
Exhibit C: Hardware Exhibit
Exhibit D: Trademark Information
Exhibit E: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: _____

Jason Fletcher

Its: Chief Operating Officer

Address: 17th Street, Suite 4000
Denver, CO 80202

FAYETTEVILLE, AR

By: _____

Lioneld Jordan

Its: Mayor

Address: 113 W. Mountain Street
Fayetteville, AR 72701

Date: _____

ATTEST:

Sondra Smith, City Clerk-Treasurer

EXHIBIT A

CURRENT SOLUTION

The current Granicus solutions used by Fayetteville, AR include – Below are paid monthly:

- Semi-Annual
 - Monthly Managed Services: Basic
 - Monthly Managed Services: Open Platform, Government Transparency, Meeting Efficiency, Managed Hardware
 - Monthly Managed Services: Legislative Management Suite
 - Monthly Managed Service: Upgrade to SDI 720p Streaming
 - Monthly Managed Service: Granicus Encoding Appliance Software
 - Monthly Managed Service: VoteCast Classic Package with Hardware
 - 10% promotion **expires 3/31/17**

CLIENT pays the following monthly managed service fee:

January-March 2017: \$3479.38 = \$10,438.14 Quarterly)

April-December 2017: \$3591.88 = \$10,775.64 Quarterly)

[The remainder of this page is left blank intentionally.]

EXHIBIT B

SUPPORT INFORMATION

1. Contact Information. The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) Mailing Address. Mail may be sent to the support staff at Granicus headquarters, located at 707 17th Street, Suite 4000, Denver, CO 80202.

(b) Telephone Numbers. Office staff may be reached from 6:00 AM to 6:00 PM Mountain time at (720) 240-9586 or toll-free at (877) 889-5495. The technical support staff may be reached at (877) 899-5495 ext. 1.

(c) Internet and E-mail Contact Information. The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at customercare@granicus.com.

2. Support Policy. When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

3. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

4. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications ("Modifications") into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Agreement, Granicus and Client will use commercially reasonable efforts to enter into a written scope of work ("SOW") setting forth the Modifications to be done, the timeline to perform the work and the fees and costs to be paid by Client for the work.

4.1 Documentation. The SOW will include a detailed requirements and detailed design document illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such Modifications shall become part of the licensed Granicus Software.

4.2 Acceptance. Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Delivery of the software containing the Modifications shall be complete once such software is delivered and deemed by Granicus to be ready for Client's use. Client will have fifteen (15) days after delivery of the Modifications to notify Granicus

of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

4.3 Title to Modifications. All such Modifications shall be the sole property of the Granicus.

5. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

EXHIBIT C

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Agreement between Granicus and Client, for the Hardware components of the Granicus Solution (the "Hardware") provided by Granicus to Client. This exhibit is an additional part of the Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Agreement.

1. Price. The price for the Hardware shall be the price specified in the Proposal.
2. Delivery. Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. Acceptance. Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. Service Response Time. For hardware issues requiring replacement, Granicus shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client's responsibilities will include:
 - a. Mount server on client rack (if applicable)
 - b. Connecting original network cables.
 - c. Connecting original audio and video cables (if applicable).
5. LIMITATION OF LIABILITY. GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN..
6. Hardware. In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above-mentioned services under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not guaranteed.
7. Remote Accessibility. Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with

necessary information to diagnose and resolve software problems. Should the Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understand that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours in the event Granicus technicians are unable to access remote Granicus systems.

8. Purchased Hardware Warranty. For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Hardware warranty shall commence on the Effective Date of the Agreement.

9. Use of Non-Approved Hardware. The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.

10. Client Changes to Hardware Prohibited. Client shall not install any software or software components that have not been agreed upon in advance between Client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

EXHIBIT D

TRADEMARK INFORMATION

Granicus Registered Trademarks ® Include:



Granicus logo as a mark

Granicus®

Legistar®

MediaVault®

MinutesMaker®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™ Include:

CivicIdeas™

iLegislate™

InSite™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MediaVault™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

For an updated list of Granicus registered trademarks, trademarks and servicemarks, please visit:
<http://www.granicus.com/help/legal/copyright-and-trademark/>.

Client Trademarks

EXHIBIT E

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination or expiration of the Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to Client at Granicus' actual cost, which shall not be unreasonable.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at anytime.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days, or whenever transfer of content is completed, whichever is later.



Invoice

Granicus, Inc.

Receivables 720-240-9586
Granicus, Inc.
PO Box 49335
San Jose CA 95161-9335

Invoice #

82218

Date

12/5/2016

SERVICE DATE: JANUARY 1, 2017 - DECEMBER 31, 2017

Bill To	Ship To
Doug Bankston City of Fayetteville 113 W Mountain St Fayetteville AR 72701-6069 United States	Doug Bankston City of Fayetteville 113 W. Mountain Fayetteville AR 72701 United States

Terms	Due Date	PO #
Net 30	1/4/2017	

Quantity	Description	Tax	Base Price	Amount
12	Monthly Managed Service: Basic		1,155.23	13,862.76
12	Monthly Managed Service: Open Platform Suite, Government Transparency Suite, & Meeting Efficiency Suite, Managed Hardware		336.25	4,035.00
12	Monthly Managed Service: Legislative Management Suite		700.40	8,404.80
12	Monthly Managed Service: Upgrade to SDI 720p Streaming		175.00	2,100.00
12	Monthly Managed Service: Granicus Encoding Appliance Software - (GT)		100.00	1,200.00
12	Monthly Managed Service: VoteCast Classic Package with Hardware (Touchscreen) and MediaManager Enterprise Access		1,125.00	13,500.00
3	Receive 10% off purchase of any new product suite(s) for the first year. Promo expires 03/31/17.		-112.50	-337.50

***Please note new remittance address:**
Granicus, Inc.
PO Box 49335
San Jose, CA 95161-9335

Switch to electronic invoicing today! Contact
ar@granicus.com

Total Invoice Due:
Amount Due

42,765.06
\$42,765.06

Invoice stated in USD



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0109

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 2

JMSH, LLC.:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND TO APPROVE A COST SHARE AGREEMENT WITH JMSH, LLC. FOR THE INSTALLATION OF WATER AND SEWER MAINS ALONG A PORTION OF NORTH ASSEMBLY DRIVE NORTH OF EAST MAPLE STREET WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$31,800.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,360.00 FOR A TOTAL OF \$38,160.00

WHEREAS, City staff recommends that we utilize the JMSH, LLC's engineer and construction team to enlarge a water main for about 160 feet of a water main and for about 275 feet of a sewer main that JMSH, LLC needs to build in a smaller dimension for its proposed development; and

WHEREAS, anticipated growth in this area will need the larger dimensional water and sewer mains which will be an improvement to our water and sewer system's capacities; and

WHEREAS, § 51.112 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size that is larger than required to serve subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the water system"; and

WHEREAS, waiving formal competitive bidding will save time and cost by utilizing the developer's contractor who will be on-site installing the larger line for the developer's project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a cost share agreement with JMSH, LLC. for the installation of water and sewer mains along a portion of North Assembly Drive north of East Maple Street with the estimated amount to be paid by the City of Fayetteville not to exceed \$31,800.00, and further approves a project contingency in the amount of \$6,360.00 for a total of \$38,160.00.

City of Fayetteville Staff Review Form

2017-0109

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

2/16/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH JMSH, LLC FOR THE INSTALLATION OF WATER AND SEWER MAINS ALONG A PORTION OF NORTH ASSEMBLY DRIVE NORTH OF EAST MAPLE STREET, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$31,800.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,360.00 FOR A TOTAL OF \$38,160.00.

Budget Impact:

5400.720.5600-5808.00

Water/Sewer

Account Number

Fund

04039.1

Water/Sewer Impact Fee Cost Sharing Projects

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,230,231.00

Funds Obligated \$ 103,665.15

Current Balance \$ 1,126,565.85

Does item have a cost? Yes

Item Cost \$ 38,160.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 1,088,405.85

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 7, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: February 17, 2017

SUBJECT: Cost Share Agreement with JMSH, LLC

RECOMMENDATION:

Staff recommends approval of a cost share agreement between the City of Fayetteville and JMSH, LLC to share the costs of installing a water and sewer main in North Assembly Drive north of East Maple Street. The estimated total cost of the project is \$63,600.00. The City's portion of the cost share is 50% of the estimated project cost, in the amount of \$31,800.00. A 20% contingency fund (\$6,360.00) will be added to account for unexpected costs, to make the total value of the cost share \$38,160.00.

BACKGROUND:

JMSH, LLC has requested that the City share in the cost of installing an 8-inch water line and an 8-inch sewer line along a portion of Assembly Drive. North of Maple Street, a distance of approximately 160 feet of water line, and 275 feet of sewer line, so that JMHS, LLC may develop the property located near the intersection of Assembly Drive and Vinson Avenue.

DISCUSSION:

Constructing these segments of 8-inch water and sewer main will allow development of these properties and will also provide for ample future capacity which the City recognizes will be necessary for the area that is served by this sewer main.

BUDGET/STAFF IMPACT:

Funds for the City portion of work are available in the Water and Sewer Impact Fee Cost Sharing Project. The final actual cost is based on the bids received by the developer of this project.

Attachments:

Staff Review Form
Cost-Share Agreement
Exhibit A - Map of Area
Exhibit B - Project Quote

CONTRACTUAL AGREEMENT FOR
COST SHARE OF WATER AND SEWER MAIN INSTALLATION COSTS

This Agreement, made and entered into on this ____ day of March, 2017, by and between the City of Fayetteville, Arkansas ("City") and JMSH, LLC, witnesseth:

WHEREAS, JMSH, LLC has requested that the City share in the cost of constructing approximately 160 feet of 8-inch water main and approximately 275 feet of 8-inch sewer main along a portion of North Assembly Drive north of East Maple Street so that JMSH, LLC may develop the property located near the intersection of North Assembly Drive and North Vinson Avenue; and

WHEREAS, constructing this segment of 8-inch water main and 8-inch sewer main will allow development of this property, will extend water and sewer service to an area of the City that has never been served before, and will also provide for ample future capacity which the City recognizes will be necessary for the area that is served by the water and sewer mains; and

WHEREAS, § 51.112 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size that is larger than required to serve subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the water system."

WHEREAS, § 51.113 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size larger than required to service subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the sewerage system."

NOW, THEREFORE, the City of Fayetteville, Arkansas and JMSH, LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:
 - A. Reimburse JMSH, LLC for 50% of the cost to install approximately 160 linear feet of 8-inch water main, and approximately 275 linear feet of 8-inch sewer main in the area identified in Exhibit "A" up to a maximum-not-to-exceed amount of **\$31,800.00** with a contingency fund not-to-exceed **\$6,360.00**, as was estimated by the builder's representative and shown on Exhibit "B", attached.
 - B. Payments due to JMSH, LLC, shall be remitted within sixty (60) days after receipt of valid invoices upon completion of the project.

2. JMSH, LLC agrees to:

- A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable water and sewer main installation, including submittal of plans and specifications to the City's Engineering Department, per their standard procedures.
- B. Submit all required plans and specifications to the City and receive approval from the City's Engineering and Utilities Departments prior to commencing work on the project.
- C. Provide a copy of the invoices from the Contractor upon City approval of the water and sewer main upgrades.
- D. Pay for the water and sewer main installation (with reimbursement of 50% of the cost by the City of Fayetteville in a not-to-exceed amount of \$31,800.00 with a contingency fund not-to-exceed \$6,360.00).

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

JMSH, LLC

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____

STERLING HAMILTON,
Managing Member

By: _____

LIONELD JORDAN, Mayor

ATTEST/WITNESS:

ATTEST:

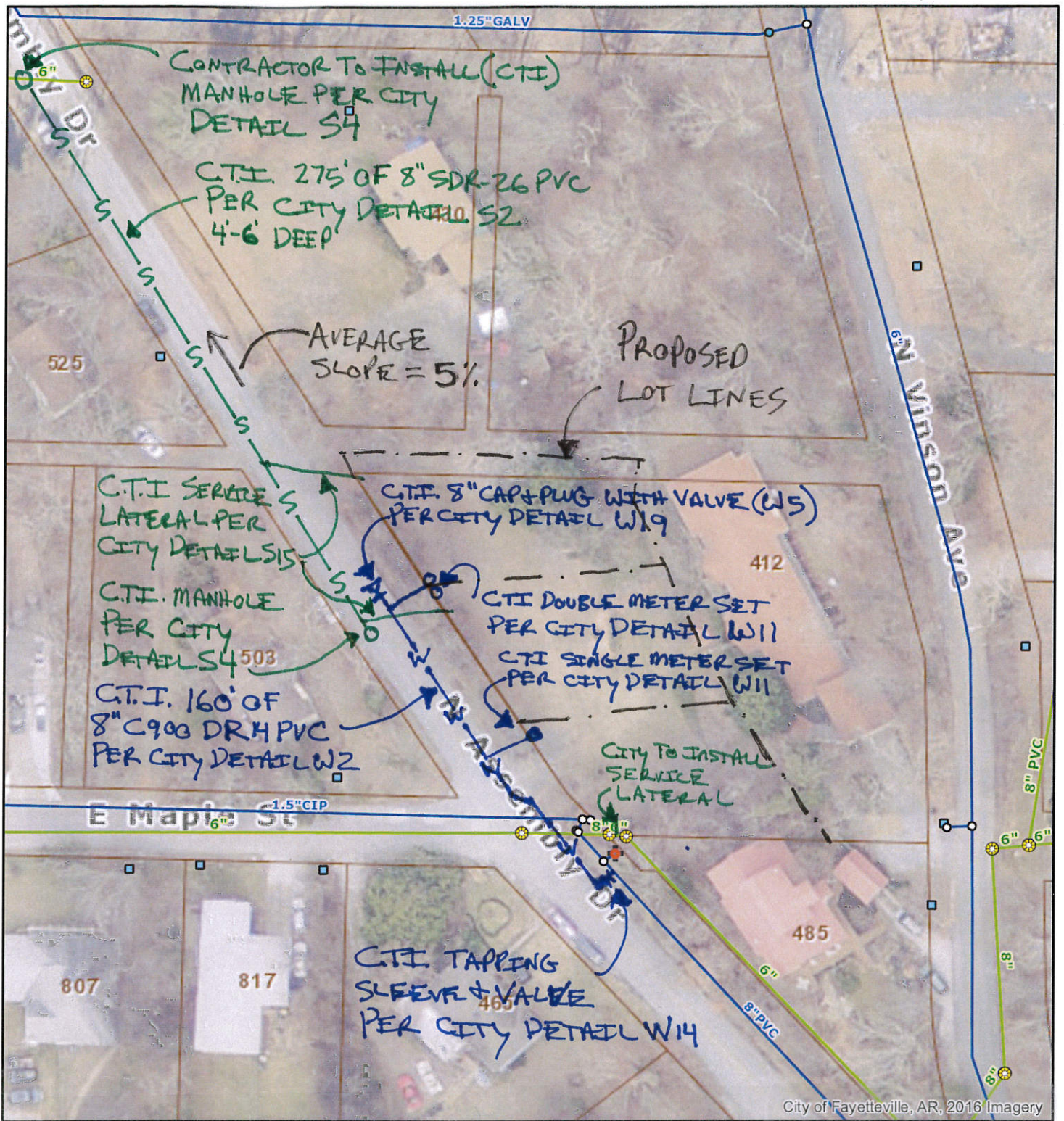
By: _____

MICHAEL LOUDEN
Notary Public-Arkansas
Washington County
My Commission Expires 09-01-2026
Commission # 12698672

By: _____

SONDRA SMITH, City Clerk

EXHIBIT A



WATER AND SEWER IMPROVEMENT CONCEPT PLAN

412 NORTH ASSEMBLY DRIVE - FAYETTEVILLE, ARKANSAS

ALL IMPROVEMENTS TO BE IN ACCORDANCE WITH CITY OF FAYETTEVILLE STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF WATER LINES AND SEWER LINES.

SCALE 1" = 60'

1/31/17

EXHIBIT B

S&K Dirtworks, LLC

Rogers, Arkansas 72758

Project Quote

Date	Quote#
2/8/2017	016-113

Name / Address
Baumann & Crosno

			Project
			412 N. Assembly Wa...
Description	Qty	Cost	Total
Tap 8" PVC water main per city detail W14 with pavement repair	1	5,600.00	5,600.00
8" C-900 DR 14 PVC per city detail W2	160	100.00	16,000.00
8" Gate valve per city detail W5	2	2,000.00	4,000.00
8" Cap and plug per city detail W19	2	800.00	1,600.00
New service and double meter box per city detail W11	1	1,050.00	1,050.00
New service and single meter box per city detail W11	1	950.00	950.00
Testing	1	3,000.00	3,000.00
8" SDR-26 PVC per city detail S2 (4'-6' depth)	275	72.00	19,800.00
4' diameter sanitary sewer manhole per city detail S4	2	3,000.00	6,000.00
Service lateral per city detail S15	2	1,000.00	2,000.00
Testing	1	3,600.00	3,600.00
NOTE: Baumnn & Crosno will be responsible for all staking and layout.			
		Total	\$63,600.00

Signature _____

Phone #
479-631-7400



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0059

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

U.S. GEOLOGICAL SURVEY:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2017 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED \$61,721.00

WHEREAS, since 1998, the City of Fayetteville has participated in a joint funding agreement with the U.S. Geological Survey for the operation and maintenance of urban stream gauging stations to record data concerning rainfall and runoff; and

WHEREAS, in 2015, the City modified its agreement with the USGS to begin monitoring major pollutants at Town Branch and Mud Creek and the City will continue this monitoring to provide more accurate information regarding the pollutants leaving the City at these points; and

WHEREAS, the USGS, which purchased and installed the monitoring equipment at no cost to the City, provides these services at a cost much lower than the City could receive from any other provider.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a joint funding agreement, a copy of which is attached to this Ordinance and made a part hereof, between the City of Fayetteville and the U.S. Geological Survey for stream gauge operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville in 2017 with the amount paid by the City of Fayetteville not to exceed \$61,721.00.

City of Fayetteville Staff Review Form

2017-0059

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

2/7/2017

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the 2017 USGS joint funding agreement in the amount of \$61,721.00 (City's share) for stream gauge operation and maintenance as well as water quality sampling and monitoring for various locations within the City of Fayetteville.

Budget Impact:

4470.621.8810-5314.00 and 5400.730.5800-5314.00

Account Number

02097.1 and 10027.1001

Project Number

4470-Sales Tax Capital Improvements and 5400 - Water and Sewer

Fund

Stormwater Quality Management (Stormwater Quality Mgmt/Nutrient Reduct) and Wastewater Treatment/Water Quality Improvements

Project Title

Budgeted Item? Yes

Current Budget \$ 119,647.00

Funds Obligated \$ -

Current Balance \$ 119,647.00

Does item have a cost? Yes

Item Cost \$ 61,721.00

Budget Adjustment Attached? No

Budget Adjustment

#

Remaining Budget \$ 57,926.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF MARCH 7, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: February 3, 2017

SUBJECT: Approval of the 2017 USGS joint funding agreement in the amount of \$61,721.00 (City's share) for stream gauge operation and maintenance as well as water quality sampling and monitoring for various locations within the City of Fayetteville

RECOMMENDATION:

Staff Recommends approval of the 2017 USGS joint funding agreement in the amount of \$61,721.00 (City's share) for stream gauge operation and maintenance as well as water quality sampling and monitoring for various locations within the City of Fayetteville.

BACKGROUND:

In 2015 the City of Fayetteville modified its contract with USGS to begin monitoring both flow and major pollutants at two location on major outfalls from the City, Town Branch and Mud Creek . This data is being gathered continuously and through sampling at various times in order to more closely model the pollutant concentrations in these streams. This combined with the flow data will give accurate information on the total amount of the various constituents being measured leaving the City at these points. The information produced by the gauges can be viewed on the USGS website by following:

Town Branch: <http://waterdata.usgs.gov/usa/nwis/uv?07048495>

Mud Creek: http://waterdata.usgs.gov/ar/nwis/uv?site_no=071948095

In 2015 the City of Fayetteville contributed \$61,721 to the stream gauge program and the USGS contributing \$10,000 in funds as well as providing and installing the equipment at no charge to the City. The 2016 program was approved at the same funding levels and scope of ~~2015~~as

DISCUSSION:

The proposed program would remain unchanged from 2016 with the exception of the elimination of one storm sample. The storm sample was eliminated to account for a drop in available cooperative funding through the USGS program. This is a nationwide shift in the USGS program funding allocations for the 2017 and 2018 fiscal years and does not a shift in the local office priorities or commitment to the program.

The proposed program would again include a continuous monitor stream gauge with sampling and determination of various pollutant concentrations at two locations within the City of Fayetteville. These locations would track continuous information regarding flow, turbidity, temperature and conductance. The sampling at these locations would provide a mechanism in which these constituents could be related to other pollutants such as total suspended solids (TSS) essentially providing relatively accurate continuous pollutant loading information.

The first station is located on Town Branch near Armstrong Ave and monitors a largely developed area that discharges into the West Fork of the White River which currently has Total Maximum Daily Load (TMDL) defined by ADEQ for turbidity. Monitoring just upstream of the West Fork allows the City to determine Fayetteville's contribution to this TMDL.

The second station is located on Mud Creek near Greg Avenue which is a tributary to the Illinois River. As you may be aware, the Illinois River phosphorus concentration is currently under dispute between the States of Arkansas and Oklahoma. Pending the outcome of this litigation, additional enforcement measures may be placed on Arkansas municipalities regulating both point and non-point source pollution. It would be beneficial to have a base line from which to judge the potential TMDL as well as monitor the progress of measures developed to reduce pollutants.

In addition to the items above, the recommendation also includes maintaining a crest stage gauge on Niokaska Creek at Township. This gauge has been useful in the past in determining the intensity of storm events and the extent of any flooding that they caused.

The total cost for the program described above would be \$66,721 with the USGS contributing \$5,000 in Cooperative Funding for a total cost to the City of Fayetteville of \$61,721. In addition to the Cooperative Funds, the USGS provided and installed the equipment at no cost to the City.

BUDGET/STAFF IMPACT:

As stated the total cost of the program would be \$66,721 with the USGS contributing \$5,000 in funding. The remaining \$61,721 would be split between projects managed by the Engineering Division and the Water and Sewer Department. As the information collected would benefit both departments equally, it is proposed to split the required funds 50/50 between the two projects, or a total of \$30,860.50 each.

Attachments:

Proposed Agreement with USGS



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
Little Rock Office
401 Hardin Road
Little Rock, Arkansas 72211

January 30, 2017

Mr. Chris Brown, City Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701
(479) 575-8206

Dear Mr. Brown:

Enclosed are two copies of a Joint Funding Agreement (JFA) (17ESAR000000031) for the 2017 calendar year (January 1, 2017 to December 31, 2017) in the amount of \$61,721. The agreement includes operation, and maintenance of two streamgages and two continuous water-quality meters, one on Mud Creek and one on Town Branch; sampling nine times for nutrients, major ions, and suspended sediment, and bacteria at the streamgage on Mud Creek; and sampling nine times for nutrients, major anions and suspended sediment at the streamgage on Town Branch. Three of the nine samples at each station will be collected during a storm event. If the proposed program meets your approval, please have the Mayor sign and retain one copy of the JFA and return a signed copy to the attention of Roxanne Childers at the above address.

Work performed with funds from this agreement will be conducted on a fixed-price basis and billed quarterly. We acknowledge Tracy Skelton, (479) 575-8206, to be the financial contact at the City of Fayetteville for this project. Our financial contact is Desvin Jones, (225) 298-5481, ext. 3114.

The results of all work under this agreement will be available for publication by the U.S. Geological Survey and can be accessed by using the following link: <http://ar.water.usgs.gov/>.

We look forward to working with you during this project. If you have any questions or comments, please contact Dan Wagner at (479) 442-4888, ext. 201.

Sincerely,

W. Scott Gain, Director
USGS LMG Water Science Center

Enclosures

DAW:rkc

Form 9-1366
(April 2015)

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

FOR

Water Resources Investigations

Customer #: 6000000775
Agreement #: 17ESAR000000031
Project #:
TIN #: 71-6018462
Fixed Cost
Agreement YES

THIS AGREEMENT is entered into as of the, 1st day of January, 2017 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF FAYETTEVILLE, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation operation, and maintenance of two streamgages and two continuous water-quality meters, one on Mud Creek and one on Town Branch; sampling nine times for nutrients, major ions, and suspended sediment, and bacteria at the streamgage on Mud Creek; and sampling nine times for nutrients, major anions and suspended sediment at the streamgage on Town Branch. Three of the nine samples at each station will be collected during a storm event. herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$5,000.00	January 1, 2017		December 31, 2017
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$61,721.00	January 1, 2017		December 31, 2017
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation)

Customer #:

6000000775

Agreement #:

17ESAR000000031

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey United States Department of the Interior <u>USGS Point of Contact</u>	CITY OF FAYETTEVILLE <u>Customer Point of Contact</u>
Name: Daniel Wagner Address: USGS LMG Water Science Center Northwest Arkansas Field Office 700 West Research Center Boulevard, MS 36 Fayetteville, AR 72701 Telephone: (479) 442-4888, ext. 201 Email: dwagner@usgs.gov	Name: Lioneld Jordan, Mayor Address: City of Fayetteville 113 West Mountain Street Fayetteville, AR 72701 Telephone: (479) 575-8330 Email: mayor@ci.fayetteville,ar.us
<u>Signatures and Date</u>	
Signature:  Date: 2/7/17 Name: W. Scott Gair Title: Director, USGS LMG Water Science Center	Signature: _____ Date: _____ Name: Lionel Jordan Title: Mayor, City of Fayetteville



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0102

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 4

AMEND § 160.02 OFFICIAL ZONING MAP:

AN ORDINANCE TO AMEND § 160.02 **OFFICIAL ZONING MAP** OF THE UNIFIED DEVELOPMENT CODE TO ADOPT A DIGITAL FORMAT FOR THE CITY OF FAYETTEVILLE'S OFFICIAL ZONING MAP

WHEREAS, § 160.02 of the Unified Development Code currently requires the City to maintain a hard copy of the official zoning map, which currently consists of several hundred pages of maps that must be reprinted each time a zoning change is approved by the City Council; and

WHEREAS, the City's Geographic Information System Division already maintains a digital copy of the zoning map and adopting that format as the City's official zoning map will reduce the amount of City resources and cost in maintaining the printed map and will allow zoning changes to be reflected on the official map more quickly.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 160.02 **Official Zoning Map** of the Fayetteville City Code and enacts a replacement § 160.02 as follows:

"160.02 - Official Zoning Map

The city is hereby divided into zones, or districts, as shown on the official zoning map, which together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this chapter. The official zoning map consists of a map and text. The City of Fayetteville shall maintain the map at a convenient location designated by the Mayor and filed with the City Clerk. Although copies of the map or portions thereof may be distributed to the public in paper or digital form, the official zoning map consists of a digital copy as shown on the official City of Fayetteville website, as kept by the City of Fayetteville Geographic Information System Division, and designated as such, and as amended by ordinance adopted by the City Council and signed by the Mayor."

City of Fayetteville Staff Review Form

2017-0102

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jeremy Pate

2/17/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 17-5707: Administrative Item (UDC Chapter 160.02/UDC Amendment Official Zoning Map): Submitted by CITY PLANNING STAFF for revisions to UDC Chapter 160.02 to adopt a digital format for the official zoning map and simplify existing codes.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF MARCH 7, 2017

TO: Fayetteville City Council

FROM: Andrew Garner, Planning Director

DATE: February 17, 2017

SUBJECT: **ADM 17-5707: Administrative Item (UDC Chapter 160.02/UDC Amendment Official Zoning Map):** Submitted by CITY PLANNING STAFF for revisions to UDC Chapter 160.02 to adopt a digital format for the official zoning map and simplify existing codes.

RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an ordinance to amend UDC Chapter 160.02 to modify the format for the official zoning map and simplify existing codes.

Background: The current City of Fayetteville ordinance on official zoning maps, first adopted in 1965, requires a static, hardcopy official zoning map. The official zoning map is located in a large, metal box within the Development Services Department and is a hard copy print-out of each plat page of the city. Each map consists of an aerial photo overlaid with the zoning designation and is signed by the mayor. Each plat page covers approximately a half-mile grid so there are several hundred maps in the metal case. When a rezoning occurs, the plat page affected by the zoning amendment is re-printed and signed by the mayor. The City's GIS Department is responsible for modifying the zoning map, printing the plat page(s) associated with each zoning change, having the mayor sign the maps, and placing them in the metal case.

Proposal: Staff proposes the following code changes as outlined below and shown in the attached document in highlight and strikeout:

- 160.02 Official Zoning Map
 - o Under (A)
 - Add the ability for an official zoning map to be digital or paper and be rapidly updated whenever City Council passes an ordinance amending the map. Changes must still be filed through the City Clerk.
 - o (B) – (F)
 - Removed entirely

The proposed code change in paragraph (A) would eliminate a large amount of wasted time, money, and space required in updating, printing, and storing an official zoning map. By moving toward a mostly-digital system, zoning changes may be quickly updated and ready-to-go with the current GIS system in-place. No further time would be spent printing plat page maps and inserting them in the metal storage box, which saves paper and money.

Under the proposed changes, staff would print out a large zoning map of the entire city once or twice a year. These maps would be signed by the mayor and placed in the City Clerk's office and City Planning Division. These hard copy maps would be cross-referenced with subsequent rezoning ordinances and the digital map in the City Geographic Information System network available on the City's website. The removal of paragraphs (B) through (F) are to help clarify code as a result of the changes to (A). There are no issues anticipated by planning or GIS staff in removing those sections.

DISCUSSION:

This code change was discussed at the February 13, 2017 Planning Commission meeting where it was forwarded with a recommendation for approval by a vote of 8-0-0 (Commissioner Belden was absent).

BUDGET/STAFF IMPACT:

None

Attachments:

- Proposed code changes shown in highlight and ~~strikeout~~
- Planning Commission packet

Proposed Code Changes in **highlight and strikeout**

160.02 Official Zoning Map

- (A) *Map.* The city is hereby divided into zones, or districts, as shown on the official zoning map, which together with all explanatory matter whereon, is hereby adopted by reference and declared to be a part of this chapter. The official zoning map consists of a map and text. The City of Fayetteville shall maintain the map at a convenient location designated by the Mayor and filed with the City Clerk. Although copies of the map or portions thereof may be distributed to the public in paper or digital form, the official zoning map consists of a digital copy as shown on the official City of Fayetteville website, as kept in the City of Fayetteville Geographic Information System, and designated as such, and as amended by ordinance adopted by the City Council and signed by the Mayor.
- ~~(B) *Signature/Seal.* The official zoning map shall be identified by the signature of the Mayor attested by the City Clerk, and bearing the seal of the city under the following words:~~
- ~~"This is to certify that this is the Official Zoning Map referred to in Section 1. of Ordinance No. _____ of the City of Fayetteville," together with the date of the adoption of the ordinance.~~
- ~~(C) *Location.* The official zoning map shall be located in the office of City Planning. A conformed copy of the official zoning map shall be located in the office of the City Clerk.~~
- ~~(D) *Changes.*~~
- ~~(1) *Entry on Map.* If in accordance with the provisions of the state law, changes are made in the district boundaries or other matter portrayed on the official zoning map such changes shall be entered on the official zoning map as promptly as is possible after the amendment has been approved by the City Council, with an entry on the official zoning map as follows:~~
- ~~"Amended to _____ by Ordinance No. _____."~~
- ~~(2) *Effective Date.* Amendments to this ordinance which involve matters portrayed on the official zoning map shall be effective upon the passage, approval, and publication of the amended ordinance.~~
- ~~(3) *Changes/Unauthorized.* No changes of any nature shall be made in the official zoning map or matter shown except in conformity with the procedures set forth in this chapter.~~
- ~~(E) *Damaged/Destroyed.* In the event that the official zoning map becomes damaged, destroyed, lost, or difficult to interpret because of the nature or number of changes and additions, the City Council may by resolution adopt a new official zoning map which shall supersede the prior official zoning map. The new official zoning map may correct drafting or other errors or omissions in the prior official zoning map, but no such corrections shall have the effect of amending the original official zoning map or any subsequent amendment thereof. The new official zoning map shall be identified by the signature of the Mayor attested by the City Clerk, and bearing the seal of the city under the following words:~~
- ~~"This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted (date of adoption of map being replaced) as part of Ordinance No. _____ of the City of Fayetteville."~~

~~(F) *Preservation.* Unless the prior official zoning map has been lost, or has been totally destroyed, the prior map or any significant parts thereof remaining, shall be preserved, together with all available records pertaining to its adoption or amendment.~~

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner

MEETING DATE: February 13, 2017

SUBJECT: **ADM 17-5707: Administrative Item (UDC Chapter 160.02/UDC Amendment Official Zoning Map):** Submitted by CITY PLANNING STAFF for revisions to UDC Chapter 160.02 to modify the format for the official zoning map and simplify existing codes.

RECOMMENDATION:

Staff recommends that the Planning Commission forward **ADM 17-5707** to the City Council with a recommendation for approval.

ZONING MAP BACKGROUND:

The Planner's Dictionary provides several definitions of a "zoning map", which are as follows:

- *The map delineating the boundaries of zones which, along with the zoning text, comprises the zoning ordinance. (North Liberty, Iowa)*
- *The map or maps that are a part of this zoning code and that delineate the boundaries of all mapped zoning districts within the physical boundary of the city. (Newport, R.I.)*
- *A map that graphically shows all zoning district boundaries and classifications within the city, as contained within the zoning code, which is signed by the community development director and on file in the planning department. (Escondido, Calif.)"*
(Davidson, Michael and Dolnick, Fay. A Planners Dictionary. American Planning Association. 2004.)

Arkansas State Code (§ 14-56-416 - Zoning ordinance.) states:

- (2) The ordinance shall consist of both a map and a text.

Assistant City Attorney Blake Pennington in the attached memo explains that the Arkansas State Code is still rooted in pre-1960's ideas about zoning and does not address the possibility of a digital zoning map taking the place of paper maps.

FAYETTEVILLE ZONING MAP:

The current City of Fayetteville ordinance on official zoning maps, first adopted in 1965, requires a static, hardcopy official zoning map. The official zoning map is located in a large, metal box within the Development Services Department and is a hard copy print-out of each plat page of the city. Each map consist of an aerial photo overlaid with the zoning designation and is signed by the mayor. Each plat page covers approximately a half-mile grid so there are several hundred maps in the metal case. When a rezoning occurs, the plat page affected by the zoning amendment

is re-printed and signed by the mayor. The City's GIS Department is responsible for modifying the zoning map, printing the plat page(s) associated with each zoning change, having the mayor sign the maps, and placing them in the metal case.

Proposal: Staff proposes the following code changes as outlined below and shown in the attached document in **highlight and strikeout**:

- 160.02 Official Zoning Map
 - o Under (A)
 - Add the ability for an official zoning map to be digital or paper and be rapidly updated whenever City Council passes an ordinance amending the map. Changes must still be filed through the City Clerk.
 - o (B) – (F)
 - Removed entirely

DISCUSSION:

The proposed code change in paragraph (A) would eliminate a large amount of wasted time, money, and space required in updating, printing, and storing an official zoning map. By moving toward a mostly-digital system, zoning changes may be quickly updated and ready-to-go with the current GIS system in-place. No further time would be spent printing plat page maps and inserting them in the metal storage box, which saves paper and money.

Under the proposed changes, staff would print out a large zoning map of the entire city once or twice a year. These maps would be signed by the mayor and placed in the City Clerk's office and City Planning Division. These hard copy maps would be cross-referenced with subsequent rezoning ordinances and the digital map in the City Geographic Information System network available on the City's website. The removal of paragraphs (B) through (F) are to help clarify code as a result of the changes to (A). There are no issues anticipated by planning staff in removing those sections.

BUDGET/STAFF IMPACT:

None

Attachments:

- Proposed code changes shown in **highlight and strikeout**
- Assistant City Attorney's memo



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Harry Davis, Planner**

CC: **Andrew Garner, Planning Director**
Kit Williams, City Attorney

FROM: **Blake Pennington, Assistant City Attorney** 

DATE: **January 17, 2017**

RE: **Digital Zoning Map**

As you're aware, Arkansas law requires a zoning ordinance to consist of both a map and a text. See Ark. Code Ann. § 14-56-416(a)(2). Nothing in that section restricts the map to a physical format, probably because the drafters of this pre-1960 statute never imagined anything else as a possibility. The Arkansas Supreme Court has held that "the purpose of the map requirement is to give notice of a zoning proposal so that, before adoption, residents may object or make suggestions, and after adoption, land purchasers and users may acquaint themselves with zoning restrictions." Brooks v. Benton, 308 Ark. 571, 576 (1992). Amending our ordinance to utilize a digital map, which can be updated immediately after any zoning changes, would clearly uphold this purpose.

We must also look at Ark. Code Ann. § 14-56-422, which sets forth the process for adoption of zoning ordinances. § 14-56-422(5) provides that "following adoption by the legislative body, the adopted [] ordinances [] shall be filed in the office of the city clerk."

In 1990, the Arkansas Supreme Court was considering a challenge to a zoning ordinance with a map that had been filed not in the city clerk's office but in the city planner's office, which was accessed through the city

clerk's office. The Court held that "compliance with [the map and text] provision of the statute is mandatory, and failure to comply with it will render a zoning ordinance void." However, the Court also relied the language of Brooks v. Benton above and held that the City of Camden had substantially complied with the statute because "the existence of a map is the essence of the enabling statute and of the zoning ordinance, while the place a map is filed is not." Osborne v. City of Camden, 301 Ark. 420, 423 (1990).

Our statutes have not kept up with technology so we are, in a way, breaking new ground in Arkansas. We should attempt to strictly comply with all of the statutory requirements since our move to a digital map is not explicitly authorized. I would suggest changing the draft you sent for review to reflect that a copy is also filed with the City Clerk's office. You will also need to ensure that the City Clerk's office has the ability to "file" an electronic version of the official zoning map with each zoning ordinance that is approved by the City Council and signed by the Mayor. It is my opinion that as long as a digital copy of the map is filed with the City Clerk, we will be in compliance with these statutes.



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0096

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 5

2017 TOTAL COMPENSATION IMPLEMENTATION AND COMPENSATION PHILOSOPHY:

A RESOLUTION TO APPROVE AN UPDATED COMPENSATION PHILOSOPHY, TO ACCEPT THE JOHANSON GROUP CLASSIFICATION, COMPENSATION AND BENEFITS STUDY REPORT AND ADOPT THE RECOMMENDATIONS OF THE REPORT, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,700,300.00 TO IMPLEMENT THE 2017 COMPENSATION PLAN

WHEREAS, in September 2016, the City Council approved a contract with Johanson Consulting, Inc. d/b/a Johanson Group for a Classification, Compensation, and Benefits Study; and

WHEREAS, the Johanson Group has submitted its report, a copy of which is attached to this Resolution, recommending the adoption of an updated compensation philosophy and several measures to implement a new classification, compensation and benefits plan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an updated City of Fayetteville Compensation Philosophy as set forth below:

“The City of Fayetteville is committed to attracting, engaging and rewarding a multi-generational workforce. By offering a total rewards package including competitive compensation and benefits plans and a purposeful work life, the City will be an employer of choice focused on serving our community.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby accepts the Classification, Compensation, and Benefits Study Report submitted by the Johanson Group and adopts the recommendations of that Report.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$1,700,300.00 to implement the 2017 compensation plan.

City of Fayetteville Staff Review Form

2017-0096

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Brenda Reed

2/17/2017

Human Resources /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION APPROVING A COMPENSATION PHILOSOPHY AND A BUDGET AMENDMENT IN THE AMOUNT OF \$1,700,300 TO FACILITATE CITY-WIDE EMPLOYEE COMPENSATION ADJUSTMENTS FOR 2017 AND ADOPTING POLICE AND FIRE STEP PAY PLANS AND A MERIT PAY PLAN.

Budget Impact:

xxxx.xxx.xxxx-51xx.xx		CITYWIDE	
Account Number		Fund	
N/A		N/A	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 52,070,473.00
		Funds Obligated	\$ 7,629,489.84
		Current Balance	\$ 44,440,983.16
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 1,700,300.00
		Remaining Budget	\$ 46,141,283.16

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 7, 2017

TO: Mayor and City Council

FROM: Don Marr, Chief of Staff

DATE: February 17, 2017

SUBJECT: 2017 Total Compensation Implementation and Compensation Philosophy

RECOMMENDATION:

Staff recommends Council approval of the 2017 Total Compensation Implementation and Compensation Philosophy.

BACKGROUND:

In 2006, Management Advisory Group (MAG) facilitated the development of the City's Compensation Philosophy, which was approved by City Council. The most recent philosophy adopted in 2010 is below:

The City of Fayetteville is committed to recruiting, retaining and motivating an excellent workforce by providing a high quality of work life to City employees through a competitive compensation structure, competitive benefits program and a challenging and enriched work environment.

Along with the Compensation Philosophy, the City established measures to conduct a market survey every four years. The City last conducted a market survey in 2012 and updated its pay structures in 2013.

In fall of 2016, the City of Fayetteville entered into an agreement with the Johanson Group to complete a Classification, Compensation and Benefits Study and update the Compensation Philosophy.

The proposed, updated philosophy is below:

The City of Fayetteville is committed to attracting, engaging and rewarding a multi-generational workforce. By offering a total rewards package including competitive compensation and benefits plans and a purposeful work life, the City will be an employer of choice focused on serving our community.

DISCUSSION:

In October 2016, the Johanson Group conducted a total compensation survey inviting the City's established group of target organizations to participate. Survey work included collecting raw data, applying a geographic compensation differential average to the data and aging the data through the first quarter of 2017.

Following this staff memo is the Johanson Group packet, which provides a detailed executive report about job description ratings, market review, pay plans, additional compensation, benefit findings and 2017 total compensation implementation recommendations.

2017 Compensation Implementation

There are three types of adjustments that need to be made in order to implement the proposed 2017 compensation plan.

1. The first adjustment will be to the structure of the pay plans.
2. The second adjustment will be to actual employees' pay rates to place them on the new structure.
3. The third adjustment will be to provide eligible employees annual increases of either a merit increase or a step increase.

The City maintains a merit pay plan for non-uniformed employees and step pay plans for uniformed employees. For both merit and step pay plan structures, the pay ranges will be adjusted based on the market survey results.

- The merit pay plan structure for non-uniformed employees will be increased by 100% of the market survey results and **only** the employees whose pay falls below their new pay grade minimum will receive a pay increase due to the adjustment of the pay structure.
- The step pay plan structures for uniformed employees will be increased and **all** employees on the step pay plans will receive a pay increase due to the adjustment of the pay structure. For example, a Firefighter on step C of the current structure will receive a pay increase to move to step C on the new pay structure. Because **all** these employees will receive a pay increase to move to the new structure, a partial implementation of 25% of the adjusted market survey results is recommended to financially sustain the step pay plans.

Pay Plan Structure Adjustments:

All market pay plan results were geographically modified (see page 2 of the Johanson Group Classification, Compensation and Benefits Study Report for more information).

Merit Pay Plan

The Johanson Group recommends an 11.47% overall average structure adjustment to the current (2013) merit pay plan.

Step Pay Plans

For the uniformed current (2013) step pay plans, the Johanson Group report recommends changing the minimum and maximum pay points by an average of 14.03%.

Pay Increases to Move Employees to the New Structures:

Merit Pay Plan

- 177 merit employees would be moved to the minimum of their new pay ranges
 - 165 of these employees are in positions that are in the lowest pay ranges of the merit pay plan
- The 2017 cost to move these 177 merit employees to their new minimum pay ranges is approximately \$406,600

Step Pay Plans

- 233 uniformed employees would be moved to the new pay plan on the same step placement as the current plan
- The 2017 cost to move these 233 uniformed employees to their same step placement on the new plan is approximately \$340,900

Annual Merit or Step Pay Increases for Employees:

Annual increases are provided each year as funding is available.

2017 Merit Increases

Only merit employees who received less than a 4% increase to move to the new structure or employees whose pay was within the new structure may be considered for a merit pay increase based on eligibility criteria.

- Approximately 337 employees meeting eligibility criteria may receive a merit increase
- The estimated 2017 cost for merit increases for these employees is approximately \$646,400

2017 Step Increases

- Approximately 193 employees meeting eligibility criteria may receive a step increase
- The estimated 2017 cost for step increases for these employees is approximately \$306,400

BUDGET/STAFF IMPACT:

The impact of this proposal to the 2017 budget across various funds is as follows:

FUNDING SOURCE	2017 PARTIAL IMPACT	ANNUAL IMPACT
1010 - General	\$ 1,213,000	\$ 1,662,000
2100 - Street	106,200	145,000
2130 - Parking	29,500	40,000
2180 - Community Development	10,800	15,000
2250 - Parks Development	56,500	77,000
2930 - Drug Law Enforcement Grant	5,700	8,000
5400 - Water and Sewer	153,700	211,000
5500 - Recycling and Trash Collection	81,400	112,000
5550 - Airport	14,200	19,000
9700 - Shop	29,300	40,000
Total	\$ 1,700,300	\$ 2,329,000

CITY OF FAYETTEVILLE

JOHANSON GROUP CLASSIFICATION, COMPENSATION AND BENEFITS STUDY REPORT

February, 2017

PRESENTED TO:

The Honorable Mayor Lioneld Jordan
Honorable Members of the City Council

PRESENTED BY:

Blair and Bruce Johanson
President and Vice President

johanson | group

MANAGEMENT CONSULTING SERVICES

2928 McKee Circle, Ste 123

Fayetteville, AR 72703

479.521.2697

February 17, 2017

To: The Honorable Lioneld Jordan, Mayor
Honorable Members of the City Council

From: Blair and Bruce Johanson, President and Vice-President

Subject: 2016 Compensation and Benefits Final Report

Johanson Group is pleased to provide this Classification, Compensation and Benefits Study Report. It is based on an analysis of job descriptions and job ratings for the City positions and a general survey of compensation and benefits with competitors in the City's labor market and similar peers. This memo narrative summarizes the 2016 Classification, Compensation and Benefits study results.

Background Information

In 2006 the City adopted a compensation philosophy. An updated philosophy was vetted by the management team and is proposed for Council approval – See Appendix 16. A key element of that commitment to employees is to achieve total compensation competitiveness through an on-going internal evaluation of job descriptions with a proven job valuing point and factors system and an external comprehensive market compensation and benefits survey. In addition, the City will periodically adjust its Fire, Police and Merit pay plans instead of its historical every four years plan.

Internal Job Descriptions Update, Reviews and Job Rating Results for 2016

In anticipation of the 2016 Classification, Compensation and Benefits Study, the City Chiefs, Department Directors and Human Resources team members reviewed and updated City job descriptions. The job descriptions were transferred into a compensation management software program called DBCompensation and utilized by the Johanson Group consultants. The City of Fayetteville has licensed the DBCompensation software from DBSquared, LLC. The City will be able to maintain its job classification and compensation plan internally as jobs change or new positions are needed to meet growing City demands.

The Chiefs and Department Directors reviewed their respective job ratings with the Johanson Group job rating system which is embedded in the DBCompensation software system. The Chiefs and Department Directors requested further review of 102 job ratings of which 89 were revised after receiving input on the job description requirements and skills.

The job evaluation fifteen factors used in the DBCompensation job rating process follow:

- | | |
|---|-------------------------------------|
| 1. General Experience | 9. Responsibility for Accuracy |
| 2. Management Experience | 10. Accountability for End Results |
| 3. Education | 11. External Communications |
| 4. Initiative and Ingenuity | 12. Internal Communications |
| 5. Mental Demand | 13. Machine and Computer Operations |
| 6. Analytical Ability and Problem Solving | 14. Working Conditions |
| 7. Responsibility for Supervision of Others | 15. Physical Demands |
| 8. Responsibility for Funds, Equipment and Property | |

External Market Compensation Findings for 2016

This report recaps the market compensation findings for 2016 and makes recommendations for the 2017 Proposed Pay Plans for three tiers of Merit positions, Fire Uniformed Ranked positions and Police Uniformed Ranked positions. For the Merit positions, the market pay study included 67 benchmarked positions and for the Fire and Police ranked positions pay range minimums and maximums were obtained from the results of the pay study, which included regional municipalities targeted since 2006.

Responding Municipalities and Geographic Compensation Differential (GCD):

To maintain consistency with the 2013 market pay survey, Johanson Group obtained data from 22 municipalities that participated in the previous study and data from three published compensation studies inclusive of CompAnalyst, Department of Labor – NWA Region and the NOARK 2016 Study. The targeted municipalities and published compensation studies are listed in Appendix 15.0. In addition, Johanson Group applied a geographic compensation differential (GCD) to the survey data. Six sources for geographic compensation differential data were used for this 2016 compensation study. The Geographical Salary Comparison table with the six sources is noted in Appendix 1.0 of this report. The GCD Multiplier was applied to the pay data from the participating municipalities and the GCD's for the survey respondents are listed below.

Responding Organizations	GCD Multiplier
Bentonville, Arkansas	1.00
Conway, Arkansas	0.99
Fort Smith, Arkansas	1.03
Jonesboro, Arkansas	1.03
Little Rock, Arkansas	0.96
North Little Rock, Arkansas	0.96
Rogers, Arkansas	1.00
Springdale, Arkansas	1.00
Lawrence, Kansas	0.95
Manhattan, Kansas	0.96
Blue Springs, Missouri	0.89
Columbia, Missouri	0.94
Florissant, Missouri	0.90
Lee's Summit, Missouri	0.90
O'Fallon, Missouri	0.92
Springfield, Missouri	0.98
St. Joseph, Missouri	0.96
Broken Arrow, Oklahoma	0.97
Edmond, Oklahoma	0.94
Midwest City, Oklahoma	0.96
Norman, Oklahoma	0.98
Stillwater, Oklahoma	0.96

Johanson Group applied a data aging percentage of 1.5% so the market pay data provided by the respondents will be current through March, 2017. Johanson Group obtained average wage inflation

percentages for 2016 and 2017 from eleven national, state and local sources. The average salary inflation table with the eleven sources is noted in Appendix 1.0 of this report.

Discussion of the Merit Pay Plan

Unlike the MAG 2012 study where the behind the market variances were applied to the City's current 2006 merit compensation structures to establish the 2013 pay plan, the 2017 Proposed Merit Plan for the three separate tiers will be created by applying the actual average behind market pay variance to the internal average pay line for the employees within each of the three Merit pay plan tiers. The market actual pay, pay range minimum, midpoint and maximum average variances worksheet for the benchmarked positions by each pay plan tier are noted in Appendix 2.0 of this report.

Tier I: Adjust Tier I Employees' Average Pay Line to match the market survey pay mean. The average pay range midpoint percentage variance between the City's current 2013 pay plan and the Tier I 2017 Proposed Merit Pay Plan is 11.6%.

Tier II: Adjust Tier II Employees' Average Pay Line to match the market survey pay mean. The average pay range midpoint percentage variance between the City's current 2013 pay plan and the Tier II 2017 Proposed Merit Pay Plan is 12.8%

Tier III: Adjust Tier III Employees' Average Pay Line to match the market survey pay mean. The average pay range midpoint percentage variance between the City's current 2013 pay plan and the Tier III 2017 Proposed Merit Pay Plan is 10.0%

The Merit Pay Plans for Tiers I, II and III are marked as "Proposed" 2017 Merit pay plans and they are noted as Appendix 3.0 of this report and the market pay study results by benchmarked position title are located in Appendix 7.0.

Please note that with the 2017 Tier I Pay Plan, the lowest pay grades under the City's current pay plan (Grades 103 to 106) will be rolled into one pay grade and the new pay grade will have a pay range hourly minimum of \$13.05 and a Midpoint of \$15.00. This will fulfill the City's desire to provide a reasonable living wage and pay range structure for 20 positions that are placed in the new J410 pay grade.

Discussion of the Fire and Police Step Pay Plans

The methodology for the proposed Fire and Police pay plans differs from that used for the proposed Merit pay plan because the Fire and Police pay ranges are not created by the market actual pay averages as are the Merit pay ranges. The Fire and Police Pay Plans are instead, based on the actual market pay average minimums and actual market pay average maximums for each rank. Pay ranges for the proposed Fire and Police pay plans were determined by the actual market minimum and maximum, adjusted for GCD, then increased by the 1.5% aging adjustment to advance the current pay structures for 2017.

The overall market average pay range minimums and maximums for the Fire and Police positions are noted in the upper half of the tables on the one page document in Appendix 5.0. The lower half of the tables represent the adjusted market pay range minimums and maximums by -3.0% based on the Total Compensation impact of the LOPFI 2 retirement plan. The market study of statutory holiday pay in base pay is posted in Appendix 4.0.

The steps were then created by calculating the dollar amount to develop equitable increases from the minimum to the maximum step. The 2017 Fire and Police uniformed rank positions step pay plan minimum and maximum ranges based on implementing 25% of the full market study ranges are noted at the bottom of the 2017 Pay Grid matrix in Appendix 3.0. The market pay study results for the Fire and Police positions reside in Appendix 6.0.

City Mayor and Council Market Pay Study for 2016

Johanson Group completed a pay study for the City Mayor and City Council positions. A pay comparisons worksheet is located in Appendix 8.0. The salary for the Fayetteville Mayor is behind the market salary average by 20.3% and the average annual base pay for the City Council members is 29.7% ahead of the market average.

Additional Compensation Findings for 2016

As part of the market compensation study, Johanson Group asked the respondents to provide information on additional compensation items. The additional compensation study worksheet appears in Appendix 9.0. Noteworthy additional compensation offerings for non-uniformed and uniformed positions are discussed below.

Longevity Pay: 54% of the pay study responding municipalities offer longevity pay for non-uniformed and uniformed positions. A majority of the longevity pay plans start with five (5) or more years of service and the average annual additional pay ranges from \$180 to \$1,352 for non-uniformed positions and \$230 to \$1,477 for uniformed positions.

On-Call Pay: Approximately 55% of the pay study respondents offer on-call pay for non-uniformed and uniformed positions. The average daily additional compensation for on-call pay per day is \$15 to \$16 for non-uniformed and uniformed positions.

Certificate Pay: Close to 20% of the respondents offer certificate pay for non-uniformed positions as compared to just under 55% for uniformed positions. There was insufficient data from the survey respondents to provide a valid certificate pay average for the non-uniformed positions. For uniformed positions, the average additional certificate pay ranges between \$47 and \$87 per month.

Achieved Education Level/Tuition Pay: The respondents provided information about this additional compensation in this part of the market compensation study and the offering of tuition reimbursement in the benefits study section. Based on input from the respondents, 32% offer education/tuition pay for non-uniformed positions and the average tuition reimbursement is \$657 per semester. For uniformed positions, education/tuition pay is offered by 55% of the study respondents and the average reimbursement is \$858 per semester. Based on the Benefits Study, 55% of the of the responding cities offer tuition reimbursement plans.

Shift Differential Pay: Approximately 23% of the study respondents' offer shift differential pay. For non-uniformed positions, the average hourly shift differential for evening hours is 50 cents, and for night hours the average is 77 cents. For uniformed positions, the shift differentials are more varied and there was not enough information to provide a survey differential pay average.

For the remaining additional compensation study offerings inclusive of Top of Range Bonus and Bonus/Incentive Pay, very few of the municipalities offer these forms of additional compensation. For Service Recognition, less than 18% of the respondents have a plan for service recognition. Most service recognition programs include some form of service pins where the pins are distributed during a service recognition banquet or reception.

External Market Benefits Findings for 2016

Health PPO and HDHP Plan Market Benefits Study

A Health PPO Plan market comparison summary based on twenty (20) municipal survey respondents and five (5) municipal HDHP survey respondents are noted in Appendix 10.0. The City of Fayetteville's health insurance premium cost share with its employees is very competitive with the High Deductible Health Plan (HDHP). The employees pay 9% and 10% of the monthly health insurance premium cost respectfully for employee only and family plan coverages and the City covers 91% and 90% of the premium cost. The market study HDHP health insurance premium cost share averages based on the five municipal respondents is 16% for employee only coverage and 26% for family coverage. Approximately 76% of the eligible employees are enrolled in the City's HDHP health insurance plan and 14% are enrolled in the City's PPO plan. The City's monthly health insurance premium cost share plan is less competitive with its PPO plan but still respectfully beneficial to the employees with the City paying for 75% of the employee only coverage and 64% for family coverage.

Additional Benefits Study Comparisons Highlights

A Summary of Additional Benefits Study Comparisons worksheet based on eighteen (18) municipal survey respondents is displayed in Appendix 11.0. The City of Fayetteville benefit offerings are comparable with the survey respondents.

The City of Fayetteville is above the survey average with offering an HDHP Health Plan, Section 125 Plan, Flexible Spending Account and a Health Savings Account. The City offers a slightly lower pharmacy PPO co-pay expense compared to the market study average. The City is competitive with its employer contribution percentages provided for non-uniformed and uniformed retirement plans.

Health and Wellness Programs Discussion

For the Health and Wellness part of the benefits survey, there were eleven (11) of the surveyed cities that provided additional information about their respective employee health and wellness programs. A summary of health and wellness program highlights is noted in Appendix 12.0. The City of Fayetteville is competitive with the market benefits survey respondents with its offering of a disincentive of the health insurance premium cost share for wellness non-participants though most of the surveyed municipalities offer incentives instead of cost disincentives.

There is opportunity for the City of Fayetteville to enhance its health and wellness program by evaluating the program offerings of the municipalities that shared information on their respective programs.

Classification, Compensation and Benefits Study Recommendations and Implementation for 2017

- Adoption of the City's Total Rewards and Compensation Philosophy Statement – Appendix 16

- Adoption of the 2017 Merit, Fire and Police Pay Plans
- Adjust pay for merit employees with pay below the 2017 Merit Pay Grade minimums with the greater of 4% merit or the pay adjustment required to reach the employee's respective pay grade minimum
- Place eligible Fire and Police ranked uniformed employees on 2017 Step Pay Plans with a step increase – this represents an average pay increase of 6%
- Continuation of current competitive employee benefits - Review health and wellness plan offering by the surveyed cities to determine how to reduce health care expenses by increasing health assessments, illness prevention options and wellness programs
- Utilize the DBCompensation compensation management software to internally manage job valuing as current jobs change and new jobs are needed to provide services as the City of Fayetteville's population continues to grow

List of Appendices:

Appendix 1.0 – GCD Comparison Worksheet and Pay Data Aging Percentage Table
Appendix 2.0 – Merit Benchmarked Positions Pay Study Results by Pay Group Tiers I, II and III
Appendix 3.0 – Proposed 2017 Merit, Fire and Police Pay Plan Grid and Merit Pay Group Tiers I, II and III
Appendix 4.0 – Market Study of Statutory Holiday Pay in Base Pay
Appendix 5.0 – Fire and Police Uniformed Ranked Positions Pay Study Variances Summary
Appendix 6.0 – Fire and Police Pay Study Results by Position Title
Appendix 7.0 – Merit Benchmarked Positions Pay Study Results by Position Title
Appendix 8.0 – City Mayor and Council Market Pay Study Comparisons Worksheet
Appendix 9.0 – Additional Compensation Study Results Summary
Appendix 10.0 – Health HDHP & PPO Plan Market Study Comparison Summary
Appendix 11.0 – Summary of Additional Benefits Study Comparisons
Appendix 12.0 – Benefits Study Health and Wellness Program Highlights
Appendix 13.0 – Additional Compensation Study Results - Raw Data
Appendix 14.0 – Market Benefits Study Results - Raw Data
Appendix 15.0 – Targeted and Responding Survey Participants/Data Sources
Appendix 16.0 – City's Current & Proposed Total Rewards and Compensation Philosophy Statement

Johanson Group would be pleased to answer any questions you might have concerning this report and the recommendations for the Proposed Pay Plans for 2017. We appreciate the opportunity to assist the City of Fayetteville on its Classification, Compensation and Benefits total compensation program.

Sincerely,



Blair Johanson
President, Johanson Group
Phone: 479-521-2697 www.johansongroup.net

APPENDIX 1.0

GCD COMPARISON WORKSHEET AND PAY DATA AGING PERCENTAGE TABLE

Geographical Salary Comparison Administrative Assistant - Average Fayetteville Salary = \$32,600									
	Companalyst	DOL AR/CO/KS/M O/NC/OK	Salary.com	Pay/Scale	CNN	ERI	Overall Average	Geographic Compensation Differential	GCD Multiplier
Fayetteville	\$32,600	\$32,600	\$32,600	\$32,600	\$32,600	\$32,600	\$32,600	1.00	1.00
Bentonville	\$32,600	\$32,920	\$32,600	\$32,600	\$32,600	\$32,367	\$32,615	1.00	1.00
Conway	\$32,600	\$30,260	\$32,600	\$35,524	\$35,045	\$32,381	\$33,068	1.01	0.99
Ft Smith	\$34,100	\$29,310	\$32,602	\$32,600	\$30,340	\$31,384	\$31,723	0.97	1.03
Jonesboro	\$37,200	\$28,350	\$29,390	\$31,481	\$31,948	\$31,462	\$31,639	0.97	1.03
Little Rock	\$35,200	\$30,260	\$34,925	\$35,524	\$35,175	\$32,803	\$33,981	1.04	0.96
N Little Rock	\$35,200	\$30,260	\$34,925	\$35,524	\$35,175	\$32,746	\$33,972	1.04	0.96
Rogers	\$32,600	\$32,900	\$32,600	\$32,600	\$32,600	\$31,545	\$32,474	1.00	1.00
Springdale	\$32,600	\$32,900	\$32,600	\$32,600	\$32,600	\$32,500	\$32,633	1.00	1.00
Lawrence	\$38,700	\$31,030	\$35,302	\$33,900	\$33,578	\$33,114	\$34,271	1.05	0.95
Manhattan	\$38,700	\$30,620	\$35,302	\$33,900	\$33,578	\$31,971	\$34,012	1.04	0.96
Blue Springs	\$38,700	\$33,950	\$37,163	\$36,030	\$34,784	\$36,354	\$36,164	1.11	0.89
Columbia	\$38,200	\$30,970	\$36,630	\$34,513	\$34,784	\$32,990	\$34,681	1.06	0.94
Florissant	\$38,200	\$34,060	\$37,113	\$33,972	\$34,002	\$37,073	\$35,737	1.10	0.90
Lee's Summit	\$38,200	\$34,060	\$37,113	\$33,972	\$34,002	\$37,073	\$35,737	1.10	0.90
O'Fallon	\$35,100	\$34,060	\$37,113	\$33,972	\$34,002	\$36,857	\$35,184	1.08	0.92
Springfield	\$35,700	\$29,600	\$36,630	\$32,636	\$32,600	\$32,202	\$33,228	1.02	0.98
St. Joseph	\$35,700	\$29,820	\$37,113	\$33,972	\$34,002	\$33,713	\$34,053	1.04	0.96
Broken Arrow	\$37,500	\$31,270	\$36,632	\$32,167	\$31,622	\$33,024	\$33,703	1.03	0.97
Edmond	\$37,200	\$31,920	\$36,563	\$34,622	\$35,143	\$32,763	\$34,702	1.06	0.94
Midwest City	\$37,200	\$31,920	\$36,563	\$32,636	\$32,633	\$32,756	\$33,951	1.04	0.96
Norman	\$37,200	\$31,920	\$36,563	\$30,217	\$30,318	\$32,750	\$33,161	1.02	0.98
Stillwater	\$37,200	\$31,920	\$36,563	\$33,647	\$33,317	\$31,091	\$33,956	1.04	0.96

City of Fayetteville
Salary Budget Increases
National and Local Results

Salary Study Sources	2016	2017
Worldat Work	3.0	3.1
Conference Board	3.0	3.0
ERI	3.0	3.0
Aon Hewitt	2.9	3.0
Korn Ferry Hay Group	3.0	3.0
Willis-Towers- Watson	3.0	3.0
DOL-BLS State/Local Gov. (9/15-9/16)	2.0	
NOARK General Increase	2.9	2.8
NOARK Merit Increase	3.2	3.4
AR Comp. Assoc. Gen. Inc.	3.2	3.0
AR Comp. Assoc. Merit Inc.	3.5	3.5
Average	3.0	3.1

Salary Data Aging Adjustment:
October, 2016 to March 2017 **1.5%**

APPENDIX 2.0

MERIT BENCHMARKED POSITIONS PAY STUDY RESULTS BY PAY GROUP TIERS I, II and III

CITY OF FAYETTEVILLE
Merit Positions Pay Study
TIER III Positions

[illegible]

CITY OF FAYETTEVILLE
Merit Positions Pay Study
TIER II Positions

[illegible]

CITY OF FAYETTEVILLE
Merit Positions Pay Study
TIER I Positions

[illegible]

APPENDIX 3.0

PROPOSED 2017 MERIT, FIRE and POLICE PAY PLAN GRID AND MERIT PAY GROUP TIERS I, II and III

PAY PLAN GRID EFFECTIVE 2017

Annualized amounts are based on hourly rates.

Page 15 of 197

GRADE/DESC		HOURS	HOURLY RATE			ANNUALIZED		
			MIN	MID	MAX	MIN	MID	MAX
MERIT EMPLOYEES								
J410	T1	2080	\$13.05	\$15.00	\$19.05	\$27,144.00	\$31,200.00	\$39,624.00
J411	T1	2080	\$13.66	\$16.46	\$19.75	\$28,412.80	\$34,236.80	\$41,080.00
J412	T1	2080	\$14.12	\$17.01	\$20.41	\$29,369.60	\$35,380.80	\$42,452.80
J413	T1	2080	\$15.02	\$18.10	\$21.72	\$31,241.60	\$37,648.00	\$45,177.60
J414	T1	2080	\$15.92	\$19.18	\$23.02	\$33,113.60	\$39,894.40	\$47,881.60
J415	T1	2080	\$16.83	\$20.27	\$24.33	\$35,006.40	\$42,161.60	\$50,606.40
J416	T1	2080	\$17.73	\$21.36	\$25.63	\$36,878.40	\$44,428.80	\$53,310.40
J417	T1	2080	\$18.63	\$22.45	\$26.93	\$38,750.40	\$46,696.00	\$56,014.40
J418	T1	2080	\$19.53	\$23.53	\$28.24	\$40,622.40	\$48,942.40	\$58,739.20
J419	T1	2080	\$20.43	\$24.62	\$29.54	\$42,494.40	\$51,209.60	\$61,443.20
J420	T1	2080	\$21.34	\$25.71	\$30.85	\$44,387.20	\$53,476.80	\$64,168.00
J421	T2	2080	\$21.37	\$25.75	\$30.90	\$44,449.60	\$53,560.00	\$64,272.00
J422	T2	2080	\$22.19	\$26.73	\$32.08	\$46,155.20	\$55,598.40	\$66,726.40
J423	T2	2080	\$23.05	\$27.77	\$33.32	\$47,944.00	\$57,761.60	\$69,305.60
J424	T2	2080	\$24.34	\$29.33	\$35.20	\$50,627.20	\$61,006.40	\$73,216.00
J425	T2	2080	\$26.07	\$31.41	\$37.69	\$54,225.60	\$65,332.80	\$78,395.20
J426	T2	2080	\$27.80	\$33.49	\$40.19	\$57,824.00	\$69,659.20	\$83,595.20
J427	T2	2080	\$29.52	\$35.57	\$42.68	\$61,401.60	\$73,985.60	\$88,774.40
J428	T2	2080	\$31.25	\$37.65	\$45.18	\$65,000.00	\$78,312.00	\$93,974.40
J429	T2	2080	\$32.98	\$39.73	\$47.68	\$68,598.40	\$82,638.40	\$99,174.40
J430	T2	2080	\$34.70	\$41.81	\$50.17	\$72,176.00	\$86,964.80	\$104,353.60
J431	T3	2080	\$34.53	\$41.61	\$49.93	\$71,822.40	\$86,548.80	\$103,854.40
J432	T3	2080	\$36.38	\$43.83	\$52.60	\$75,670.40	\$91,166.40	\$109,408.00
J433	T3	2080	\$38.23	\$46.06	\$55.27	\$79,518.40	\$95,804.80	\$114,961.60
J434	T3	2080	\$40.08	\$48.29	\$57.95	\$83,366.40	\$100,443.20	\$120,536.00
J435	T3	2080	\$41.93	\$50.52	\$60.62	\$87,214.40	\$105,081.60	\$126,089.60
J436	T3	2080	\$43.78	\$52.75	\$63.30	\$91,062.40	\$109,720.00	\$131,664.00
J437	T3	2080	\$45.63	\$54.98	\$65.97	\$94,910.40	\$114,358.40	\$137,217.60
J438	T3	2080	\$47.48	\$57.21	\$68.65	\$98,758.40	\$118,996.80	\$142,792.00
J439	T3	2080	\$49.33	\$59.43	\$71.32	\$102,606.40	\$123,614.40	\$148,345.60
J440	T3	2080	\$51.19	\$61.68	\$74.02	\$106,475.20	\$128,294.40	\$153,961.60
J441	T3	2080	\$53.05	\$63.91	\$76.69	\$110,344.00	\$132,932.80	\$159,515.20
J442	T3	2080	\$54.90	\$66.14	\$79.37	\$114,192.00	\$137,571.20	\$165,089.60
J443	T3	2080	\$57.24	\$68.96	\$82.75	\$119,059.20	\$143,436.80	\$172,120.00
FIRE EMPLOYEES (2912)								
232	Firefighter	2912	\$11.81		\$17.13	\$34,390.72		\$49,882.56
235	Driver	2912	\$14.59		\$19.07	\$42,486.08		\$55,531.84
238	Captain	2912	\$18.21		\$24.03	\$53,027.52		\$69,975.36
242	Battalion Chief	2912	\$20.84		\$27.50	\$60,686.08		\$80,080.00
POLICE EMPLOYEES (2080)								
330	Officer	2080	\$17.60		\$25.24	\$36,608.00		\$52,499.20
332	Corporal	2080	\$20.87		\$27.69	\$43,409.60		\$57,595.20
335	Sergeant	2080	\$23.07		\$31.30	\$47,985.60		\$65,104.00
337	Lieutenant	2080	\$26.06		\$34.88	\$54,204.80		\$72,550.40

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GRADE	MINIMUM PAY	MIDPOINT PAY	MAXIMUM PAY	POSITION TITLES
J420	21.34	25.71	30.85	LAND AGENT II PARKS MAINTENANCE SUPERVISOR SENIOR CUSTOMER SERVICE REPRESENTATIVE-BILLING SENIOR CUSTOMER SERVICE REPRESENTATIVE-CASHIER SENIOR CUSTOMER SERVICE REPRESENTATIVE-UTILITIES PLANS EXAMINER- BUILDING OFFICIAL PURCHASING AGENT SENIOR FIELD OPERATIONS SUPERVISOR - CONCRETE COMMUNITY ENGAGEMENT MANAGER RECREATION PROGRAM MANAGER - ADULT SOFTBALL RECREATION PROGRAM MANAGER - YOUTH SOFTBALL RECREATION PROGRAM MGR -SOCCER, AQUATICS, CONCERTS RECREATION PROGRAMS MANAGER SPECIAL EVENTS TECHNICAL SERVICES SUPERVISOR SENIOR OFFICE MANAGER - PROSECUTOR'S OFFICE PUMP AND TANK TECHNICIAN BACKFLOW SERVICES SUPERVISOR COURT SERVICES OFFICER BILLING AND COLLECTIONS COORDINATOR
J419	20.43	24.62	29.54	PARK PLANNER I PROPERTY/EVIDENCE MANAGER COMMUNITY RESOURCES ADMINISTRATOR PLANNER PLANNER - LONG RANGE URBAN FORESTER SENIOR CRIME SCENE TECHNICIAN FIELD OPERATIONS SUPERVISOR - TRANSPORTATION VOLUNTEER & COMMUNITY PROGRAM COORDINATOR STAFF ENGINEER-UNLICENSED HORTICULTURIST

**CITY OF FAYETTEVILLE - TIER I
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GRADE	MINIMUM PAY	MIDPOINT PAY	MAXIMUM PAY	POSITION TITLES
J418	19.53	23.53	28.24	DISPATCH TRAINER DEPUTY COURT CLERK II CODE COMPLIANCE ADMINISTRATOR LEAD EQUIPMENT MECHANIC WARRANTY AND MATERIALS COORDINATOR ACCOUNTANT - REVENUES FIELD SERVICE REPRESENTATIVE CITY PROSECUTOR INVESTIGATOR PARALEGAL - CITY ATTORNEY'S OFFICE LAND AGENT I PROJECT COORDINATOR - COMMUNITY RESOURCES RECORDS COORDINATOR WASTE REDUCTION COORDINATOR UTILITY BILLING COORDINATOR BENEFITS ADMINISTRATOR
J417	18.63	22.45	26.93	FINANCIAL COORDINATOR PARKS DISPATCHER III BUDGET ANALYST SENIOR CODE COMPLIANCE OFFICER PROJECT COORDINATOR - UTILITIES ANIMAL SERVICES PROGRAMS MANAGER DEVELOPMENT SERVICES ADMINISTRATOR PW SIDEWALK/ADA ADMINISTRATOR FLIGHT LINE OPERATIONS SUPERVISOR OFFICE MANAGER- WATER/SEWER GIS TECHNICIAN WATER SEWER CASE MANAGER HVAC SYSTEMS TECHNICIAN INSPECTOR/COMMERCIAL & RESIDENTIAL CAD DRAFTER LEAD WAREHOUSE ATTENDANCE SENIOR ADMINISTRATIVE ASSISTANT II -MAYOR'S OFFICE GIS TECHNICIAN FINANCIAL COORDINATOR - AIRPORT

**CITY OF FAYETTEVILLE - TIER I
2017 PAY GRADE & RANGE TABULAR REPORT**

GRADE	MINIMUM PAY	MIDPOINT PAY	MAXIMUM PAY	POSITION TITLES
J416	17.73	21.36	25.63	AUTOMOTIVE PARTS SPECIALIST CREW LEADER WATER/LICENSE DISPATCHER II CREW LEADER II - OVERLAY TRANSPORTATION SOLID WASTE COMMERCIAL REPRESENTATIVE INSPECTOR/RESIDENTIAL CREW LEADER II OFFICE MANAGER - SOLID WASTE EQUIPMENT MECHANIC III CREW LEADER - FACILITIES MANAGEMENT MAINTENANCE CREW LEADER - FACILITIES MANAGEMENT SERVICES METER OPERATIONS ASSISTANT TRAFFIC SIGNAL TECHNICIAN ACCOUNTANT - PAYROLL

CITY OF FAYETTEVILLE - TIER I
2017 PAY GRADE & RANGE TABULAR REPORT

GRADE	MINIMUM PAY	MIDPOINT PAY	MAXIMUM PAY	POSITION TITLES
J415	16.83	20.27	24.33	CREW LEADER - TRANSPORTATION PW PROJECTS INSPECTOR DOCUMENT MANAGEMENT MANAGER DISPATCHER I SENIOR ADMINISTRATIVE ASSISTANT-MAYOR'S OFFICE SENIOR ADMINISTRATIVE ASSISTANT-POLICE CREW LEADER - ATHLETIC FIELDS CREW LEADER - FORESTRY SERVICES CREW LEADER - GROUNDS MAINTENANCE (PARKS) PARKING ENFORCEMENT OFFICER HR ASSISTANT DEPUTY COURT CLERK SUSTAINABILITY PROJECT COORDINATOR LIFE SAFETY EDUCATION SPECIALIST CDBG PROGRAMS TECHNICIAN ACCOUNT CLERK II - PARKING SENIOR ADMINISTRATIVE ASSISTANT-FIRE CREW LEADER - TURF SENIOR ADMINISTRATIVE ASSISTANT-COMMUNITY RESOURCE W&S FACILITY MAINTENANCE WORKER EQUIPMENT MECHANIC II CREW LEADER - SOLID WASTE TRANSPORTATION FACILITY MAINTENANCE WORKER CREW LEADER - PARKS ACCOUNTING CLERK - PAYABLES PARK FACILITIES MAINTENANCE WORKER LAND SURVEYOR TECHNICIAN CODE COMPLIANCE OFFICER

**CITY OF FAYETTEVILLE - TIER I
2017 PAY GRADE & RANGE TABULAR REPORT**

GRADE	MINIMUM PAY	MIDPOINT PAY	MAXIMUM PAY	POSITION TITLES
J414	15.92	19.18	23.02	YRCC PROGRAM COORDINATOR ANIMAL SERVICES PROGRAMS ADMINISTRATOR SENIOR CLERK - CODIFIER CONSTRUCTION LEAD MAINTENANCE WORKER RELIEF DRIVER RECYCLING ATTENDANT ANIMAL SERVICES TECHNICIAN SENIOR POLICE SUPPORT SPECIALIST CUSTOMER SERVICE REPRESENTATIVE-DEVELOPMENT SVCS. EVIDENCE TECHNICIAN CUSTOMER SERVICE REPRESENTATIVE II
J413	15.02	18.10	21.72	CONSTRUCTION MAINTENANCE WORKER IV ANIMAL SERVICES OFFICER LEAD MAINTENANCE WORKER AIRPORT VIDEO PRODUCTION TECHNICIAN ACCOUNT CLERK I - PARKING CDBG PROGRAMS ASSISTANT SENIOR LEGAL ASSISTANT SOLID WASTE FACILITY MAINTENANCE WORKER TRAFFIC TECHNICIAN CUSTOMER SERVICE REPRESENTATIVE I METER MAINTENANCE TECHNICIAN RESIDENTIAL PERMIT COORDINATOR ROUTE DRIVER BACKFLOW PREVENTION TECHNICIAN MAINTENANCE WORKER IV WATER SEWER LICENSED ACCOUNTING CLERK - RECEIVABLES COMMERCIAL PERMIT COORDINATOR

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GRADE	MINIMUM PAY	MIDPOINT PAY	MAXIMUM PAY	POSITION TITLES
J412	14.12	17.01	20.41	HORTICULTURAL ASSISTANT II MAINTENANCE WORKER II - FACILITIES MANAGEMENT VIDEO RECORDING EQUIPMENT OPERATOR WATER/SEWER OPERATIONS CLERK PLANNING TECHNICIAN ACCOUNTING CLERK - CASH ADMINISTRATIVE ASSISTANT - AIRPORT MAINTENANCE WORKER IV WATER SEWER NO-LICENSED METER READER PROGRAMMING COORDINATOR - MEDIA SVCS EQUIPMENT MECHANIC I WATER FIELD SERVICE REPRESENTATIVE ADMINISTRATIVE ASSISTANT - POLICE FLEET OPERATIONS CLERK ACCOUNTING CLERK - DATA ENTRY ADMINISTRATIVE ASSISTANT - CITY CLERK DEVELOPMENT COORDINATOR FLIGHT LINE OPERATIONS TECHNICIAN PURCHASING TECHNICIAN ENGINEERING SERVICES COORDINATOR OPERATIONS ASSISTANT - FACILITIES MANAGEMENT OPERATIONS ASSISTANT - PARKS LEGAL ASSISTANT MAINTENANCE WORKER IV ASPHALT MAINTENANCE WORKER IV CONCRETE MAINTENANCE WORKER IV DRAINAGE MAINTENANCE WORKER IV PARKS MAINTENANCE WORKER IV RIGHT OF WAY MAINTENANCE WORKER IV TRAILS WAREHOUSE ATTENDANT WATER SEWER POLICE SUPPORT SPECIALIST HOT CHECK PROGRAM CLERK AIRPORT MAINTENANCE WORKER III OPERATIONS ASSISTANT - TRANSPORTATION

CITY OF FAYETTEVILLE - TIER I
2017 PAY GRADE & RANGE TABULAR REPORT

GRADE	MINIMUM PAY	MIDPOINT PAY	MAXIMUM PAY	POSITION TITLES
J411	13.66	16.46	19.75	MAINTENANCE WORKER III WATER SEWER BUSINESS LICENSE CLERK AIRPORT CUSTOMER SERVICE REPRESENTATIVE ADMINISTRATIVE COORDINATOR - RECYCLING & TRASH MAINTENANCE WORKER III PARKS MAINTENANCE WORKER III RECYCL. & TRASH COLLECTION MAINTENANCE WORKER III TRANSPORTATION POLICE CUSTOMER SERVICE REPRESENTATIVE TRANSCRIPTIONIST
J410	13.05	15.00	19.05	MAINTENANCE WORKER I - FACILITIES MANAGEMENT LEGAL ADMINISTRATIVE CLERK EQUIPMENT MAINTENANCE WORKER
J410	13.05	15.00	19.05	SCALEHOUSE ATTENDANT HORTICULTURAL ASSISTANT I MAINTENANCE WORKER II PARKS MAINTENANCE WORKER II TRANSPORTATION PURCHASING CLERK
J410	13.05	15.00	19.05	SHELTER ATTENDANT URBAN FORESTRY MAINTENANCE WORKER I PARKING ATTENDANT CUSTODIAN
J410	13.05	15.00	19.05	RECORDS CLERK - PART TIME MAINTENANCE WORKER I PARKS POLICE IMAGING CLERK MAINTENANCE WORKER I AIRPORT MAINTENANCE WORKER I TRANSPORTATION

CITY OF FAYETTEVILLE - TIER II
2017 PAY GRADE & RANGE TABULAR REPORT

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GRADE	MINIMUM PAY	MIDPOINT PAY	MAXIMUM PAY	POSITION TITLES
J430	34.70	41.81	50.17	ASSISTANT CITY ATTORNEY DEPUTY CITY PROSECUTOR WATER & SEWER OPERATIONS MANAGER DISTRICT COURT ADMINISTRATOR UTILITIES TECHNICAL & DESIGN TEAM LEADER INFRASTRUCTURE MANAGER RECYCLING & TRASH COLLECTION DIRECTOR DEVELOPMENT & CONSTRUCTION MANAGER FLEET OPERATIONS SUPERINTENDENT CITY PLANNING DIRECTOR ENGINEERING DESIGN MANAGER
J429	32.98	39.73	47.68	POLICE CAPTAIN BILLING AND COLLECTIONS MANAGER CONSTRUCTION AND CONTRACT MANAGER
J428	31.25	37.65	45.18	ACCOUNTING MANAGER - PAYROLL AND PENSION ASSISTANT HR DIRECTOR GIS COORDINATOR VETERINARIAN FIRE PROTECTION ENGINEER STAFF ENGINEER
J427	29.52	35.57	42.68	AIRPORT DIRECTOR ACCOUNTING MANAGER-INVESTMENT & CASH INTERNAL AUDITOR PURCHASING MANAGER DISPATCH MANAGER SENIOR PROGRAMMER/ANALYST COMMUNITY SERVICES DIRECTOR

CITY OF FAYETTEVILLE - TIER II
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GRADE	MINIMUM PAY	MIDPOINT PAY	MAXIMUM PAY	POSITION TITLES
J426	27.80	33.49	40.19	POLICE IT MANAGER PARKS MAINTENANCE SUPERINTENDENT PARKING MANAGER ASSISTANT TRANSPORTATION MANAGER RECREATION SUPERINTENDENT PARK PLANNING SUPERINTENDENT NETWORK ENGINEER ASSISTANT WATER & SEWER OPERATIONS MANAGER BUILDING SAFETY DIRECTOR SUPPORT SERVICES MANAGER MANAGEMENT ACCOUNTING COORDINATOR
J425	26.07	31.41	37.69	ANIMAL SERVICES SUPERINTENDENT LEAD COURT CLERK BUSINESS SYSTEMS ANALYST
J424	24.34	29.33	35.20	TRAFFIC CONTROL SUPERVISOR TRAILS COORDINATOR DIRECTOR OF MEDIA SERVICES FLEET OPERATIONS SUPERVISOR SOLID WASTE OPERATIONS SUPERVISOR SURVEYOR NETWORK ANALYST SYSTEMS ANALYST - POLICE
J423	23.05	27.77	33.32	SENIOR PLANNER PARK PLANNER II GIS ANALYST HR GENERALIST CONTRACT GRANT FINANCIAL ACCOUNTANT ASSISTANT DISPATCH MANAGER TECHNICAL SUPPORT SPECIALIST

CITY OF FAYETTEVILLE - TIER II
2017 PAY GRADE & RANGE TABULAR REPORT

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GRADE	MINIMUM PAY	MIDPOINT PAY	MAXIMUM PAY	POSITION TITLES
J422	22.19	26.73	32.08	FLEET SERVICES SUPPORT MANAGER SENIOR FINANCIAL ANALYST - UTILITIES DEPUTY CITY CLERK WATER SEWER FIELD MAINTENANCE SUPERVISOR ASSISTANT SUPPORT SERVICES MANAGER SENIOR RESEARCH ANALYST MAYOR'S OFFICE ADMINISTRATOR
J421	21.37	25.75	30.90	METER SERVICES SUPERVISOR FIELD OPERATIONS SUPERVISOR-PARKING FIXED ASSETS/INVESTMENT COORDINATOR FINANCIAL ANALYST - FIRE WEBSITE CONTENT MANAGER YRCC DIRECTOR DISPATCH SHIFT SUPERVISOR FINANCIAL ANALYST - BUDGET FINANCIAL ANALYST - TRANSPORTATION SERVICES

CITY OF FAYETTEVILLE - TIER III
2017 PAY GRADE & RANGE TABULAR REPORT

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GRADE	MINIMUM PAY	MIDPOINT PAY	MAXIMUM PAY	POSITION TITLES
J443	57.24	68.96	82.75	CITY MAYOR
J442	54.90	66.14	79.37	
J441	53.05	63.91	76.69	
J440	51.19	61.68	74.02	
J439	49.33	59.43	71.32	CHIEF OF STAFF CITY ATTORNEY
J438	47.48	57.21	68.65	
J437	45.63	54.98	65.97	CHIEF FINANCIAL OFFICER FIRE CHIEF POLICE CHIEF
J436	43.78	52.75	63.30	DEVELOPMENT SERVICES DIRECTOR
J435	41.93	50.52	60.62	UTILITIES DIRECTOR TRANSPORTATION SERVICES DIRECTOR
J434	40.08	48.29	57.95	INFORMATION TECHNOLOGIES DIR. DEPUTY CHIEF OF POLICE PARKS & RECREATION DIRECTOR
J433	38.23	46.06	55.27	ACCOUNTING DIRECTOR ASSISTANT FIRE CHIEF CITY ENGINEER HUMAN RESOURCES DIRECTOR COMMUNICATIONS & MARKETING DIR.
J432	36.38	43.83	52.60	CITY CLERK/TREASURER BUDGET DIRECTOR PROSECUTING ATTORNEY
J431	34.53	41.61	49.93	SUSTAINABILITY & PARKING DIRECTOR FACILITIES & BUILDING CONSTRUCTION MANAGER ECONOMIC VITALITY DIRECTOR

APPENDIX 4.0

MARKET STUDY OF STATUTORY HOLIDAY PAY IN BASE PAY

City of Fayetteville**Holiday Pay Included or Not Included in Base Pay****October, 2016**

	Police	Fire	Police	Fire
AR				
Bentonville	Yes	Yes		
Conway	Yes	Yes		
Fort Smith	Yes	Yes		
Jonesboro	Yes	Yes		
Little Rock	Yes	Yes		
North LR	Yes	Yes		
Rogers	Yes	Yes		
Springdale	No	No	88 Hours 4.2%	88 Hours 4.2%
CO				
Fort Collins	Yes	Yes		
KS				
Lawrence	Yes	Yes		
Manhattan	N/A	Yes		
MO				
Blue Springs	Yes	N/A		
Columbia	Yes	Yes		
Florissant	No	N/A	88 Hours 4.2%	
Lee's Summit	No	No	80 Hours 3.85%	80 Hours 3.85%
O'Fallon	Yes	N/A		
Springfield	Yes	Yes		
St. Joseph	Yes	Yes		
NC				
Asheville	Yes	Yes		
OK				
Edmond	No	No	90 Hours 4.3%	264 Hours 9.1%
Midwest City	No	No	80 Hours 3.85%	240 Hours 8.2%
Norman	No	No	88 Hours 4.2%	133 Hours 4.6%
Stillwater	No	Yes	80 Hours 3.85%	
Broken Arrow	No	Yes	106 Hours 5.1%	

APPENDIX 5.0

FIRE AND POLICE UNIFORMED RANK POSITIONS PAY STUDY VARIANCES SUMMARY

City of Fayetteville

Pay Study Plans - Fire and Police

Uniformed Rank Positions

Pay Study Variances by Position Title

Pay Range Minimums and Maximums

GCD and Aging Adjusted to 3/2017

Fire Position Title	Average Pay Range Minimum Variance	Average Pay Range Maximum Variance
Battalion Chief	-18.9%	-19.7%
Fire Captain	-14.1%	-13.1%
Driver	-11.6%	-17.3%
Firefighter	-13.9%	-15.3%
Average	-14.6%	-16.4%

Police Position Title	Average Pay Range Minimum Variance	Average Pay Range Maximum Variance
Police Captain	-20.2%	-19.3%
Police Lieutenant	-23.0%	-20.9%
Police Sergeant	-16.8%	-18.2%
Police Corporal	-16.2%	-22.5%
Police Officer	-13.6%	-17.4%
Average	-18.0%	-19.7%

Average Pay Range Minimum and Maximum Variances are adjusted downward by 3% for Total Compensation impact associated with LOPFI-2 retirement plan. In addition, Police Corporal Range Maximum Variance adjusted from -22.5% to -19.7% for pay range compression with Police Sergeant pay range minimum step.

Fire Position Title	Average Pay Range Minimum Variance	Average Pay Range Maximum Variance
Battalion Chief	-15.9%	-16.7%
Fire Captain	-11.1%	-10.1%
Driver	-8.6%	-14.3%
Firefighter	-10.9%	-12.3%
Average	-11.6%	-13.4%

Police Position Title	Average Pay Range Minimum Variance	Average Pay Range Maximum Variance
Police Captain	-17.2%	-16.3%
Police Lieutenant	-20.0%	-17.9%
Police Sergeant	-13.8%	-15.2%
Police Corporal	-13.2%	-16.7%
Police Officer	-10.6%	-14.4%
Average	-15.0%	-16.1%

APPENDIX 6.0

FIRE AND POLICE PAY STUDY RESULTS BY POSITION TITLE

Job Description						
Under the direction of the Deputy Chief, responsible for daily operational functions of the Fayetteville Police Department. Provides day-to-day operations oversight to various divisions including vehicle, bicycle and motor patrols, detective, narcotics, firearms, and K-9 Law enforcement procedures, state and federal laws, civil service rules and regulations and department policy and procedures govern this position. Responsible for the protection of life and property, prevention of crime, apprehension of criminals and the enforcement of laws and ordinances.						
Qualifications						
H.S. Diploma or GED. 10 years as Fayetteville Police Officer. 3 years as Lieutenant. Valid driver's license and certification as a commissioned law enforcement officer in the State of AR. Possess or ability of obtain certification to operate AFIS (Automated Fingerprint ID System), the ACIC (AR Crime Info Ctr) and the NCIC (National Crime)						
CITY	Job Match	Salary Range Submitted		*Adjusted Salary Range		Range Width
		Minimum	Maximum	Minimum	Maximum	
Bentonville, AR	Match	\$60,653	\$96,970	\$61,563	\$98,425	59.88%
Conway, AR						
Fort Smith, AR	Match	\$62,105	\$67,961	\$64,928	\$71,050	9.43%
Jonesboro, AR	Match	\$71,000	\$81,000	\$74,227	\$84,681	14.08%
Little Rock, AR	Match	\$68,019	\$102,029	\$66,278	\$99,417	50.00%
North Little Rock, AR	Match	\$72,686	\$79,826	\$70,825	\$77,782	9.82%
Rogers, AR	Match	\$70,272	\$109,801	\$71,326	\$111,448	56.25%
Springdale, AR	Match	\$66,130	\$100,197	\$67,122	\$101,700	51.52%
Lawrence, KS	Match	\$83,692	\$112,984	\$80,700	\$108,945	35.00%
Manhattan, KS						
Blue Springs, MO	Match	\$60,080	\$90,210	\$54,273	\$81,491	50.15%
Columbia, MO	Match	\$75,362	\$116,811	\$71,903	\$111,449	55.00%
Florissant, MO	Match	\$74,471	\$98,420	\$68,029	\$89,907	32.16%
Lee's Summit, MO	Match	\$72,499	\$102,223	\$66,228	\$93,381	41.00%
O'Fallon, MO	Match	\$78,000	\$110,074	\$72,836	\$102,787	41.12%
Springfield, MO	Match	\$58,011	\$90,917	\$57,704	\$90,435	56.72%
St. Joseph, MO	Match	\$60,512	\$87,137	\$58,963	\$84,906	44.00%
Broken Arrow, OK	Match	\$74,162	\$102,774	\$73,016	\$101,186	38.58%
Edmond, OK	Match	\$103,061	\$119,307	\$98,331	\$113,831	15.76%
Midwest City, OK	Match	\$87,289	\$94,701	\$85,054	\$92,277	8.49%
Norman, OK	Match	\$73,665	\$104,889	\$73,275	\$104,333	42.39%
Stillwater, OK	Match	\$90,896	\$110,121	\$88,569	\$107,302	21.15%
				\$71,257	\$96,337	36.63%
City of Fayetteville				\$59,274	\$80,759	36.25%
\$ Difference				-\$11,983	-\$15,578	
% Difference				-20.2%	-19.3%	
*Range adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Salary Data Aging Adjustment to March 2017. Where applicable, statutory pay if paid outside of base pay has been added to the salary ranges submitted.						

Job Description						
Responsible for field level supervision of patrol officers as well as to provide traffic enforcement and enforcement of all state and city laws. Some of the critical functions of this position include enforcing laws, protecting person(s) and property, investigating criminal activity and preparing reports. Responsible for the protection of life and property, prevention of crime, apprehension of criminals and the general enforcement of laws and ordinances.						
Qualifications						
H.S. Diploma or GED. 6 hours of college English. 5 years as Fayetteville Police Officer. Valid driver's license and Intermediate Police Officer Certificate. Possess or ability of obtain certification to operate AFIS (Automated Fingerprint ID System), the ACIC (AR Crime Info Ctr) and the NCIC (National Crime). Must obtain various certificates to handle specialized equipment used by this position.						
CITY	Job Match	Salary Range Submitted		*Adjusted Salary Range		Range Width
		Minimum	Maximum	Minimum	Maximum	
Bentonville, AR	Match	\$41,787	\$61,901	\$42,414	\$62,830	48.13%
Conway, AR						
Fort Smith, AR	Match	\$46,592	\$49,608	\$48,710	\$51,863	6.47%
Jonesboro, AR						
Little Rock, AR						
North Little Rock, AR						
Rogers, AR	Match	\$39,031	\$60,986	\$39,616	\$61,901	56.25%
Springdale, AR						
Lawrence, KS						
Manhattan, KS						
Blue Springs, MO						
Columbia, MO						
Florissant, MO						
Lee's Summit, MO	Match	\$59,404	\$71,663	\$54,266	\$65,464	20.64%
O'Fallon, MO						
Springfield, MO	Match	\$38,272	\$65,645	\$38,069	\$65,297	71.52%
St. Joseph, MO						
Broken Arrow, OK	Match	\$56,524	\$83,917	\$55,651	\$82,620	48.46%
Edmond, OK						
Midwest City, OK						
Norman, OK	Match	\$54,900	\$78,170	\$54,609	\$77,756	42.39%
Stillwater, OK	Above	\$58,516	\$75,927	\$57,018	\$73,983	29.75%
AVERAGES		\$49,378	\$68,477	\$48,794	\$67,714	40.45%
City of Fayetteville				\$42,000	\$55,280	31.62%
\$ Difference				-\$6,794	-\$12,434	
% Difference				-16.2%	-22.5%	
*Range adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Salary Data Aging Adjustment to March 2017. Where applicable, statutory pay if paid outside of base pay has been added to the salary ranges submitted.						

Job Description						
Responsible for supervision and direction of a designated patrol shift for the Fayetteville Police department. Supervises and directs patrol officers, schedules, equipment, conducts investigations and handles public communications. Ensures cost effective scheduling of personnel to areas requiring services and maintains basic police services to the City. Responsible for the protection of life and property, prevention of crime, apprehension of criminals and the enforcement of laws and ordinances. May be assigned to lead specialized units involving uniformed and/or non-uniformed personnel.						
Qualifications						
H.S. Diploma or GED. 7 years as Fayetteville Police Officer. 2 years as Sergeant. Valid driver's license and certification as a commissioned law enforcement officer in the State of AR. Possess or have ability to obtain certification to operate AFIS (Automated Fingerprint ID System), the ACIC (AR Crime Info Ctr) and the NCIC (National Crime Info Ctr).						
CITY	Job Match	Salary Range Submitted		*Adjusted Salary Range		Range Width
		Minimum	Maximum	Minimum	Maximum	
Bentonville, AR	Match	\$52,395	\$83,762	\$53,181	\$85,018	59.87%
Conway, AR	Match	\$54,000	\$66,000	\$54,262	\$66,320	22.22%
Fort Smith, AR						
Jonesboro, AR	Match	\$61,000	\$70,000	\$63,772	\$73,182	14.75%
Little Rock, AR	Match	\$58,851	\$88,277	\$57,344	\$86,017	50.00%
North Little Rock, AR	Match	\$66,589	\$68,607	\$64,884	\$66,851	3.03%
Rogers, AR	Match	\$62,210	\$97,204	\$63,143	\$98,662	56.25%
Springdale, AR	Match	\$57,746	\$87,493	\$58,612	\$88,805	51.51%
Lawrence, KS						
Manhattan, KS						
Blue Springs, MO	Match	\$54,600	\$68,255	\$49,323	\$61,658	25.01%
Columbia, MO	Match	\$67,890	\$101,835	\$64,774	\$97,161	50.00%
Florissant, MO	Match	\$68,859	\$91,051	\$62,903	\$83,175	32.23%
Lee's Summit, MO	Match	\$74,849	\$89,983	\$68,375	\$82,199	20.22%
O'Fallon, MO	Match	\$62,670	\$88,566	\$58,521	\$82,703	41.32%
Springfield, MO	Match	\$53,810	\$84,802	\$53,525	\$84,353	57.60%
St. Joseph, MO						
Broken Arrow, OK						
Edmond, OK	Match	\$90,578	\$104,856	\$86,420	\$100,043	15.76%
Midwest City, OK	Match	\$77,380	\$83,941	\$75,399	\$81,792	8.48%
Norman, OK	Match	\$63,907	\$90,994	\$63,568	\$90,512	42.39%
Stillwater, OK	Match	\$83,639	\$101,308	\$81,498	\$98,715	21.13%
AVERAGES		\$65,351	\$86,290	\$63,500	\$83,951	33.63%
City of Fayetteville				\$51,622	\$69,432	34.50%
\$ Difference				-\$11,878	-\$14,519	
% Difference				-23.0%	-20.9%	
*Range adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Salary Data Aging Adjustment to March 2017. Where applicable, statutory pay if paid outside of base pay has been added to the salary ranges submitted.						

Job Description						
Responsible for the protection of life and property, prevention of crimes, apprehension of criminals and the general enforcement of laws and ordinances. Duties normally consist of routine patrol, preliminary investigation and traffic regulation. Provides a safe environment for citizens and visitors and answers calls for service ranging from friendly assists to highly stressful and dangerous incidents.						
Qualifications						
H.S. Diploma or GED. Valid driver's license and be able to obtain a Basic Police Officer Certificate. Possess or have ability to obtain certification to operate AFIS (Automated Fingerprint ID System), the ACIC (AR Crime Info Ctr) and the NCIC (National Crime Info Ctr). Must obtain various certificates to handle specialized equipment used by this position.						
CITY	Job Match	Salary Range Submitted		*Adjusted Salary Range		Range Width
		Minimum	Maximum	Minimum	Maximum	
Bentonville, AR	Match	\$34,549	\$51,168	\$35,067	\$51,936	48.10%
Conway, AR	Match	\$34,601	\$42,290	\$34,769	\$42,495	22.22%
Fort Smith, AR	Match	\$36,234	\$46,592	\$37,881	\$48,710	28.59%
Jonesboro, AR	Match	\$34,500	\$51,600	\$36,068	\$53,945	49.57%
Little Rock, AR	Match	\$40,119	\$60,205	\$39,092	\$58,664	50.07%
North Little Rock, AR	Match	\$38,600	\$57,000	\$37,612	\$55,541	47.67%
Rogers, AR	Match	\$30,969	\$48,389	\$31,434	\$49,115	56.25%
Springdale, AR	Match	\$34,284	\$52,440	\$34,798	\$53,227	52.96%
Lawrence, KS	Match	\$43,178	\$74,337	\$41,634	\$71,679	72.16%
Manhattan, KS						
Blue Springs, MO	Match	\$38,688	\$63,253	\$34,949	\$57,140	63.50%
Columbia, MO	Match	\$43,911	\$61,475	\$41,895	\$58,653	40.00%
Florissant, MO	Match	\$51,375	\$68,380	\$46,931	\$62,465	33.10%
Lee's Summit, MO	Match	\$40,116	\$55,848	\$36,646	\$51,017	39.22%
O'Fallon, MO	Match	\$51,750	\$73,008	\$48,324	\$68,175	41.08%
Springfield, MO	Match	\$35,214	\$60,237	\$35,027	\$59,918	71.06%
St. Joseph, MO	Match	\$40,244	\$61,428	\$39,214	\$59,855	52.64%
Broken Arrow, OK	Match	\$49,212	\$76,288	\$48,452	\$75,109	55.02%
Edmond, OK	Match	\$54,460	\$88,510	\$51,960	\$84,447	62.52%
Midwest City, OK	Match	\$42,911	\$54,972	\$41,812	\$53,565	28.11%
Norman, OK	Match	\$50,759	\$72,272	\$50,490	\$71,889	42.38%
Stillwater, OK	Match	\$47,803	\$62,923	\$46,579	\$61,312	31.63%
AVERAGES		\$41,594	\$61,077	\$40,506	\$59,469	47.04%
City of Fayetteville				\$35,656	\$50,657	42.07%
\$ Difference				-\$4,850	-\$8,812	
% Difference				-13.6%	-17.4%	
*Range adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Salary Data Aging Adjustment to March 2017. Where applicable, statutory pay if paid outside of base pay has been added to the salary ranges submitted.						

Job Description						
The primary purpose of this position is to supervise a designated shift of patrol officers. Ensures adequate staffing, identifies training needs, assist with budget requests and needs, monitors officers' activity and prepares performance evaluations. Coordinates response on patrol level and may supervise special assignments or units as directed by the Lieutenant or superior officers. Responsible for performing job duties in an accurate manner in order to protect the health and safety of the citizens and visitors of the City of Fayetteville. Responsible for the protection of life and property, prevention of crime, apprehension of criminals and the enforcement of laws and ordinances.						
Qualifications						
H.S. Diploma or GED. 5 years as Fayetteville Police Officer. Valid driver's license and certification as a commissioned law enforcement officer in the State of AR. Possess or have ability to obtain certification to operate AFIS (Automated Fingerprint ID System), the ACIC (AR Crime Info Ctr) and the NCIC (National Crime Info Ctr).						
CITY	Job Match	Salary Range Submitted		*Adjusted Salary Range		Range Width
		Minimum	Maximum	Minimum	Maximum	
Bentonville, AR	Match	\$45,947	\$68,058	\$46,636	\$69,079	48.12%
Conway, AR	Match	\$44,504	\$54,394	\$44,720	\$54,658	22.22%
Fort Smith, AR	Match	\$51,438	\$59,155	\$53,776	\$61,844	15.00%
Jonesboro, AR	Match	\$52,000	\$60,000	\$54,363	\$62,727	15.38%
Little Rock, AR	Match	\$62,250	\$66,858	\$60,656	\$65,146	7.40%
North Little Rock, AR	Match	\$60,049	\$62,315	\$58,512	\$60,720	3.77%
Rogers, AR	Match	\$46,086	\$72,009	\$46,777	\$73,089	56.25%
Springdale, AR	Match	\$48,847	\$74,012	\$49,580	\$75,122	51.52%
Lawrence, KS	Match	\$73,737	\$95,545	\$71,101	\$92,129	29.58%
Manhattan, KS						
Blue Springs, MO	Match	\$50,232	\$75,358	\$45,377	\$68,075	50.02%
Columbia, MO	Match	\$56,108	\$84,161	\$53,533	\$80,298	50.00%
Florissant, MO	Match	\$62,593	\$82,749	\$57,179	\$75,591	32.20%
Lee's Summit, MO	Match	\$59,714	\$89,983	\$54,549	\$82,199	50.69%
O'Fallon, MO	Match	\$62,046	\$87,547	\$57,939	\$81,751	41.10%
Springfield, MO	Match	\$45,261	\$77,958	\$45,021	\$77,545	72.24%
St. Joseph, MO	Match	\$47,931	\$69,021	\$46,704	\$67,254	44.00%
Broken Arrow, OK	Match	\$64,090	\$90,430	\$63,100	\$89,033	41.10%
Edmond, OK	Match	\$54,460	\$88,510	\$51,960	\$84,447	62.52%
Midwest City, OK	Match	\$55,614	\$73,695	\$54,190	\$71,808	32.51%
Norman, OK	Match	\$54,900	\$78,170	\$54,609	\$77,756	42.39%
Stillwater, OK	Match	\$69,231	\$88,931	\$67,459	\$86,654	28.46%
AVERAGES		\$55,573	\$76,136	\$54,178	\$74,139	37.93%
City of Fayetteville				\$46,381	\$62,705	35.20%
\$ Difference				-\$7,797	-\$11,434	
% Difference				-16.8%	-18.2%	
*Range adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Salary Data Aging Adjustment to March 2017. Where applicable, statutory pay if paid outside of base pay has been added to the salary ranges submitted.						

Job Description						
Supervision of all emergency and non-emergency operations (calls) in a 24 hour period. Responsible for maintaining readiness and staffing for fire department personnel and enforcement of City and Department policies and procedures.						
Qualifications						
H.S. Diploma or GED. 7 years related experience; 1 year management experience.						
CITY	Job Match	Salary Range Submitted		*Adjusted Salary Range		Range Width
		Minimum	Maximum	Minimum	Maximum	
Bentonville, AR	Match	\$60,099	\$93,916	\$61,000	\$95,325	56.27%
Conway, AR	Match	\$63,644	\$77,787	\$63,953	\$78,164	22.22%
Fort Smith, AR	Match	\$67,108	\$75,497	\$70,158	\$78,928	12.50%
Jonesboro, AR	Match	\$71,000	\$81,000	\$74,227	\$84,681	14.08%
Little Rock, AR	Match	\$72,183	\$89,583	\$70,335	\$87,290	24.11%
North Little Rock, AR	Match	\$72,149	\$72,149	\$70,302	\$70,302	0.00%
Rogers, AR	Match	\$66,242	\$103,503	\$67,236	\$105,056	56.25%
Springdale, AR	Match	\$57,746	\$87,493	\$58,612	\$88,805	51.51%
Lawrence, KS	Match	\$85,429	\$115,330	\$82,375	\$111,207	35.00%
Manhattan, KS	Match	\$57,687	\$91,553	\$56,210	\$89,209	58.71%
Blue Springs, MO						
Columbia, MO	Match	\$61,719	\$92,578	\$58,886	\$88,329	50.00%
Florissant, MO						
Lee's Summit, MO	Match	\$72,499	\$102,223	\$66,228	\$93,381	41.00%
O'Fallon, MO						
Springfield, MO	Match	\$55,702	\$80,371	\$55,407	\$79,945	44.29%
St. Joseph, MO	Match	\$60,512	\$87,137	\$58,963	\$84,906	44.00%
Broken Arrow, OK	Match	\$91,215	\$94,825	\$89,806	\$93,360	3.96%
Edmond, OK	Match	\$88,433	\$130,657	\$84,374	\$124,660	47.75%
Midwest City, OK						
Norman, OK	Match	\$81,429	\$118,216	\$80,997	\$117,589	45.18%
Stillwater, OK	Match	\$81,943	\$86,921	\$79,845	\$84,696	6.07%
AVERAGES		\$70,374	\$93,374	\$69,384	\$91,991	34.05%
City of Fayetteville				\$58,347	\$76,852	31.72%
\$ Difference				-\$11,037	-\$15,139	
% Difference				-18.9%	-19.7%	
*Range adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Salary Data Aging Adjustment to March 2017. Where applicable, statutory pay if paid outside of base pay has been added to the salary ranges submitted.						

Job Description						
The incumbent is responsible for driving and operating emergency and other equipment in a safe and effective manner. Maintains all equipment in good working order. Ensures all safety rules and regulations are followed. Fills in as company officer in the absence of the Captain.						
Qualifications						
H.S. Diploma or GED. 3 years related experience. Successful completion of IFSAC Driver/Operator Program; Possesses Firefighter I and II, and EMT certifications.						
CITY	Job Match	Salary Range Submitted		*Adjusted Salary Range		Range Width
		Minimum	Maximum	Minimum	Maximum	
Bentonville, AR	Match	\$38,003	\$58,335	\$38,573	\$59,210	53.50%
Conway, AR	Match	\$41,745	\$51,021	\$41,947	\$51,268	22.22%
Fort Smith, AR	Match	\$45,485	\$49,912	\$47,552	\$52,181	9.73%
Jonesboro, AR	Match	\$52,000	\$60,000	\$54,363	\$62,727	15.38%
Little Rock, AR						
North Little Rock, AR	Match	\$48,221	\$50,759	\$46,987	\$49,460	5.26%
Rogers, AR	Match	\$35,000	\$54,687	\$35,525	\$55,507	56.25%
Springdale, AR	Match	\$36,241	\$54,911	\$36,785	\$55,735	51.52%
Lawrence, KS	Match	\$46,400	\$74,227	\$44,741	\$71,573	59.97%
Manhattan, KS	Match	\$45,398	\$65,141	\$44,236	\$63,473	43.49%
Blue Springs, MO						
Columbia, MO	Match	\$48,302	\$67,623	\$46,085	\$64,519	40.00%
Florissant, MO						
Lee's Summit, MO	Match	\$42,050	\$58,461	\$38,413	\$53,404	39.03%
O'Fallon, MO						
Springfield, MO	Match	\$37,960	\$58,053	\$37,759	\$57,745	52.93%
St. Joseph, MO	Match	\$43,298	\$62,350	\$42,190	\$60,754	44.00%
Broken Arrow, OK	Match	\$47,047	\$62,683	\$46,320	\$61,715	33.23%
Edmond, OK	Match	\$61,886	\$91,435	\$59,045	\$87,238	47.75%
Midwest City, OK	Match	\$71,283	\$85,551	\$69,458	\$83,361	20.02%
Norman, OK	Match	\$57,354	\$83,266	\$57,050	\$82,825	45.18%
Stillwater, OK	Match	\$49,591	\$61,065	\$48,321	\$59,502	23.14%
AVERAGES		\$47,070	\$63,860	\$46,408	\$62,900	36.81%
City of Fayetteville				\$41,579	\$53,603	28.92%
\$ Difference				-\$4,829	-\$9,297	
% Difference				-11.6%	-17.3%	
*Range adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Salary Data Aging Adjustment to March 2017. Where applicable, statutory pay if paid outside of base pay has been added to the salary ranges submitted.						

Job Description						
The incumbent is responsible for providing supervision over engine or truck company personnel and operations in emergency and non-emergency occurrences during a 24 hour shift. Supervise personnel and activities during emergency and non-emergency situations. The Captain develops personnel through training, education and on the job training. This position is responsible for performing job duties in an accurate manner in order to protect the life and property of the citizens of the City.						
Qualifications						
H.S. Diploma or GED. 5 years related experience. Successful completion of IFSAC Driver/Operator Program; Possesses Firefighter I and II, and EMT certifications.						
CITY	Job Match	Salary Range Submitted		*Adjusted Salary Range		Range Width
		Minimum	Maximum	Minimum	Maximum	
Bentonville, AR	Match	\$49,215	\$76,484	\$49,953	\$77,631	55.41%
Conway, AR	Match	\$50,025	\$61,141	\$50,268	\$61,438	22.22%
Fort Smith, AR	Match	\$56,520	\$61,911	\$59,089	\$64,725	9.54%
Jonesboro, AR	Match	\$61,000	\$70,000	\$63,772	\$73,182	14.75%
Little Rock, AR	Match	\$63,442	\$68,786	\$61,818	\$67,025	8.42%
North Little Rock, AR	Match	\$52,430	\$58,256	\$51,088	\$56,765	11.11%
Rogers, AR	Match	\$46,086	\$72,009	\$46,777	\$73,089	56.25%
Springdale, AR	Match	\$48,847	\$74,012	\$49,580	\$75,122	51.52%
Lawrence, KS	Match	\$75,268	\$101,612	\$72,577	\$97,979	35.00%
Manhattan, KS	Match	\$56,784	\$77,925	\$55,330	\$75,930	37.23%
Blue Springs, MO						
Columbia, MO	Match	\$56,108	\$84,161	\$53,533	\$80,298	50.00%
Florissant, MO						
Lee's Summit, MO	Match	\$60,372	\$89,048	\$55,150	\$81,345	47.50%
O'Fallon, MO						
Springfield, MO	Match	\$44,678	\$66,082	\$44,441	\$65,732	47.91%
St. Joseph, MO	Match	\$50,807	\$73,162	\$49,506	\$71,289	44.00%
Broken Arrow, OK	Match	\$64,936	\$80,314	\$63,933	\$79,073	23.68%
Edmond, OK	Match	\$75,178	\$111,073	\$71,727	\$105,975	47.75%
Midwest City, OK	Match	\$86,436	\$91,978	\$84,223	\$89,623	6.41%
Norman, OK	Match	\$66,557	\$94,388	\$66,204	\$93,888	41.82%
Stillwater, OK	Match	\$71,432	\$78,043	\$69,603	\$76,045	9.25%
AVERAGES		\$59,796	\$78,441	\$58,872	\$77,166	32.62%
City of Fayetteville				\$51,576	\$68,257	32.34%
\$ Difference				-\$7,296	-\$8,909	
% Difference				-14.1%	-13.1%	
*Range adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Salary Data Aging Adjustment to March 2017. Where applicable, statutory pay if paid outside of base pay has been added to the salary ranges submitted.						

Job Description						
Responds to emergency and non-emergency calls for service including but not limited to rescue, fire suppression, back up, ventilation, salvage and overhaul, hazardous material tactics, emergency medical assistance, utilities, air supply, rehabilitation, exposure, water supply, and specialized rescue tactics. Assist with safety education for the community. Cleans and maintains station and equipment. Participates in personal, company and department training.						
Qualifications						
H.S. Diploma or GED. 12 college credit hours in core curriculum courses. 2 years honorable service in US Armed forces. Accredited Fire Academy certification (NFPA, Pro-Board, etc.). Ability to obtain EMT-B, Firefighter I & II within 12 mos of hire						
CITY	Job Match	Salary Range Submitted		*Adjusted Salary Range		Range Width
		Minimum	Maximum	Minimum	Maximum	
Bentonville, AR	Match	\$35,581	\$53,282	\$36,115	\$54,081	49.75%
Conway, AR	Match	\$35,060	\$42,852	\$35,230	\$43,060	22.22%
Fort Smith, AR	Match	\$30,023	\$43,826	\$31,388	\$45,818	45.97%
Jonesboro, AR	Match	\$34,500	\$51,600	\$36,068	\$53,945	49.57%
Little Rock, AR	Match	\$37,594	\$55,306	\$36,632	\$53,890	47.11%
North Little Rock, AR	Match	\$32,567	\$46,525	\$31,733	\$45,334	42.86%
Rogers, AR	Match	\$28,953	\$45,239	\$29,387	\$45,918	56.25%
Springdale, AR	Match	\$34,284	\$52,440	\$34,798	\$53,227	52.96%
Lawrence, KS	Match	\$43,087	\$68,928	\$41,547	\$66,464	59.97%
Manhattan, KS	Match	\$41,350	\$57,745	\$40,291	\$56,267	39.65%
Blue Springs, MO						
Columbia, MO	Match	\$39,919	\$55,887	\$38,087	\$53,322	40.00%
Florissant, MO						
Lee's Summit, MO	Match	\$39,076	\$54,354	\$35,696	\$49,652	39.10%
O'Fallon, MO						
Springfield, MO	Match	\$34,486	\$52,770	\$34,303	\$52,490	53.02%
St. Joseph, MO	Match	\$39,000	\$56,160	\$38,002	\$54,722	44.00%
Broken Arrow, OK	Match	\$42,154	\$59,773	\$41,503	\$58,850	41.80%
Edmond, OK	Match	\$56,885	\$84,047	\$54,274	\$80,189	47.75%
Midwest City, OK	Match	\$43,423	\$69,554	\$42,311	\$67,773	60.18%
Norman, OK	Match	\$49,861	\$72,386	\$49,597	\$72,002	45.18%
Stillwater, OK	Match	\$38,293	\$54,251	\$37,313	\$52,862	41.67%
AVERAGES		\$38,742	\$56,680	\$38,120	\$55,782	46.26%
City of Fayetteville				\$33,469	\$48,373	44.53%
\$ Difference				-\$4,651	-\$7,409	
% Difference				-13.9%	-15.3%	
*Range adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Salary Data Aging Adjustment to March 2017. Where applicable, statutory pay if paid outside of base pay has been added to the salary ranges submitted.						

APPENDIX 7.0

MERIT BENCHMARKED POSITIONS PAY STUDY RESULTS BY POSITION TITLE

Accountant - Payroll

Job Description and Qualifications:										
Upload electronic timekeeping data for payroll processing. Calculate and verify payroll for accuracy and print payroll checks. Verify direct deposit file and other wire transfers. Verify and send documentation to wire recipients.										
Education						FLSA				
H.S. Diploma//GED A.A.Degree						Non-Exempt				
Related Experience						Supervisory Position				
5 years or 2 years with AA Degree						Non-Supervisory				
Management Experience						Department				
						Accounting (320)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$23.33	\$15.56	\$19.45	\$23.33	\$23.68	\$15.79	\$19.74	\$23.68	49.97%
Conway, AR	Match	\$19.03	\$15.22	\$19.03	\$22.83	\$19.12	\$15.29	\$19.12	\$22.94	50.03%
Fort Smith, AR	Match	\$23.74	\$19.62	\$23.74	\$27.84	\$24.82	\$20.51	\$24.82	\$29.11	41.93%
Jonesboro, AR	Match	\$17.94	\$14.35	\$17.94	\$21.53	\$18.76	\$15.00	\$18.76	\$22.51	50.07%
Little Rock, AR	Below	\$26.04	\$19.05	\$24.19	\$29.33	\$25.37	\$18.56	\$23.57	\$28.58	53.99%
North Little Rock, AR	Match	\$24.09	\$19.82	\$24.09	\$30.13	\$23.48	\$19.31	\$23.48	\$29.36	52.05%
Rogers, AR	Match	\$20.73	\$15.86	\$19.82	\$24.78	\$21.04	\$16.10	\$20.12	\$25.15	56.21%
Springdale, AR	Match	\$19.84	\$15.59	\$19.84	\$23.15	\$20.14	\$15.82	\$20.14	\$23.49	48.48%
Lawrence, KS	Match	\$22.29	\$18.35	\$22.29	\$26.23	\$21.49	\$17.69	\$21.49	\$25.30	43.02%
Manhattan, KS	Match	\$21.64	\$19.56	\$25.25	\$30.94	\$21.09	\$19.06	\$24.60	\$30.15	58.18%
Blue Springs, MO	Match	\$18.52	\$14.82	\$18.52	\$22.23	\$16.73	\$13.39	\$16.73	\$20.08	49.96%
Columbia, MO	Match	\$20.92	\$17.59	\$20.92	\$25.50	\$19.96	\$16.78	\$19.96	\$24.33	44.99%
Florissant, MO	Match	\$18.12	\$14.50	\$18.12	\$21.75	\$16.56	\$13.25	\$16.56	\$19.87	49.96%
O'Fallon, MO	Match	\$28.68	\$20.30	\$24.85	\$29.40	\$26.78	\$18.96	\$23.20	\$27.45	44.78%
Springfield, MO	Match	\$23.20	\$18.56	\$23.20	\$27.85	\$23.08	\$18.47	\$23.08	\$27.70	49.97%
St. Joseph, MO	Match	\$20.66	\$17.22	\$20.66	\$27.68	\$20.13	\$16.78	\$20.13	\$26.97	60.73%
Broken Arrow, OK										
Edmond, OK	Match	\$24.97	\$17.00	\$21.25	\$25.50	\$23.82	\$16.22	\$20.27	\$24.33	50.00%
Midwest City, OK	Match	\$21.77	\$16.88	\$21.77	\$26.66	\$21.21	\$16.44	\$21.21	\$25.98	58.03%
Norman, OK	Match	\$24.67	\$20.36	\$24.67	\$28.98	\$24.54	\$20.25	\$24.54	\$28.83	42.37%
Stillwater, OK	Match	\$20.09	\$16.82	\$20.09	\$23.99	\$19.58	\$16.39	\$19.58	\$23.38	42.65%
CompAnalyst-72703, AR	Match	\$19.95	\$15.58	\$19.47	\$23.37	\$20.25	\$15.81	\$19.76	\$23.72	50.03%
DOL - NWA, AR	Match	\$21.52	\$16.46	\$20.58	\$24.70	\$21.84	\$16.71	\$20.89	\$25.07	50.03%
NOARK, AR	Match	\$23.95	\$19.61	\$24.58	\$29.55	\$24.31	\$19.91	\$24.95	\$29.99	50.63%
AVERAGES		\$21.99	\$17.33	\$21.49	\$25.97	\$21.64	\$17.06	\$21.16	\$25.56	49.81%
City of Fayetteville						\$23.27	\$15.61	\$18.73	\$23.79	52.40%
						\$ Difference	\$1.63	-\$1.45	-\$2.43	-\$1.77
						% Difference	7.0%	-9.3%	-13.0%	-7.5%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Accounting Clerk - Payables

Job Description and Qualifications:										
Perform all aspects of accounts payable. Process purchase order and P-card payments, print checks, balance accounts, maintain A/P files and vendor accounts and manage 1099's.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
3 years						Non-Supervisory				
Management Experience						Department				
						Accounting (320)				
Certificates & Licenses										
Notary										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$22.69	\$18.15	\$22.69	\$27.22	\$23.03	\$18.42	\$23.03	\$27.63	50.00%
Conway, AR	Match	\$15.09	\$12.07	\$15.09	\$18.11	\$15.17	\$12.13	\$15.17	\$18.20	50.04%
Fort Smith, AR	Match	\$18.31	\$15.15	\$18.31	\$21.46	\$19.14	\$15.84	\$19.14	\$22.44	41.67%
Jonesboro, AR	Match	\$17.94	\$14.35	\$17.94	\$21.53	\$18.76	\$15.00	\$18.76	\$22.51	50.07%
Little Rock, AR	Match	\$15.50	\$13.14	\$15.76	\$18.39	\$15.11	\$12.80	\$15.36	\$17.92	40.00%
North Little Rock, AR	Match	\$16.47	\$13.55	\$16.47	\$20.02	\$16.05	\$13.21	\$16.05	\$19.51	47.69%
Rogers, AR	Match	\$19.67	\$13.92	\$17.38	\$21.75	\$19.97	\$14.13	\$17.64	\$22.08	56.26%
Springdale, AR	Match	\$17.87	\$12.82	\$15.93	\$19.04	\$18.14	\$13.01	\$16.17	\$19.32	48.50%
Lawrence, KS										
Manhattan, KS	Match	\$15.08	\$14.48	\$18.67	\$22.86	\$14.69	\$14.11	\$18.19	\$22.27	57.83%
Blue Springs, MO	Match	\$16.81	\$13.45	\$16.81	\$20.17	\$15.19	\$12.15	\$15.19	\$18.22	49.96%
Columbia, MO	Match	\$17.81	\$15.16	\$17.81	\$20.46	\$16.99	\$14.46	\$16.99	\$19.52	34.99%
Florissant, MO	Match	\$21.38	\$17.10	\$21.38	\$25.65	\$19.53	\$15.62	\$19.53	\$23.43	50.00%
O'Fallon, MO	Match	\$17.94	\$17.50	\$21.43	\$25.36	\$16.75	\$16.34	\$20.01	\$23.68	44.92%
Springfield, MO	Match	\$18.58	\$14.86	\$18.58	\$22.29	\$18.48	\$14.78	\$18.48	\$22.18	50.07%
St. Joseph, MO	Match	\$18.39	\$15.33	\$18.39	\$22.07	\$17.92	\$14.93	\$17.92	\$21.50	44.01%
Broken Arrow, OK	Match	\$18.81	\$15.06	\$18.81	\$22.91	\$18.52	\$14.83	\$18.52	\$22.56	52.12%
Edmond, OK										
Midwest City, OK	Match	\$17.93	\$13.90	\$17.93	\$21.96	\$17.47	\$13.54	\$17.47	\$21.39	57.98%
Norman, OK	Match	\$14.97	\$14.39	\$17.44	\$20.49	\$14.89	\$14.32	\$17.35	\$20.38	42.32%
Stillwater, OK	Match	\$18.38	\$15.39	\$18.38	\$21.95	\$17.91	\$15.00	\$17.91	\$21.39	42.60%
CompAnalyst-72703, AR	Match	\$17.16	\$13.50	\$16.88	\$20.25	\$17.42	\$13.70	\$17.13	\$20.55	50.00%
DOL - NWA, AR	Match	\$17.39	\$13.63	\$17.03	\$20.44	\$17.65	\$13.83	\$17.29	\$20.75	50.04%
NOARK, AR	Match	\$16.16	\$13.04	\$16.24	\$19.61	\$16.40	\$13.24	\$16.49	\$19.90	50.30%
AVERAGES		\$17.74	\$14.54	\$17.97	\$21.55	\$17.51	\$14.34	\$17.72	\$21.24	48.18%
City of Fayetteville						\$18.94	\$14.87	\$17.84	\$22.66	52.39%
						\$ Difference	\$1.43	\$0.53	\$0.12	\$1.42
						% Difference	7.6%	3.6%	0.7%	6.3%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Accounting Clerk - Receivable

Job Description and Qualifications:										
Perform all aspects of accounts receivables. Perform monthly reconciliation of all accounts receivable. Enter payroll changes and issue monthly pension checks.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
						Accounting (320)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$16.17	\$14.41	\$18.01	\$21.61	\$16.41	\$14.63	\$18.28	\$21.93	49.90%
Conway, AR	Match	\$15.09	\$12.07	\$15.09	\$18.11	\$15.17	\$12.13	\$15.17	\$18.20	50.04%
Fort Smith, AR	Match	\$18.31	\$15.15	\$18.31	\$21.46	\$19.14	\$15.84	\$19.14	\$22.44	41.67%
Jonesboro, AR	Match	\$17.94	\$14.35	\$17.94	\$21.53	\$18.76	\$15.00	\$18.76	\$22.51	50.07%
Little Rock, AR										
North Little Rock, AR	Match	\$19.79	\$13.55	\$16.47	\$20.02	\$19.28	\$13.21	\$16.05	\$19.51	47.69%
Rogers, AR	Match	\$16.91	\$14.40	\$17.38	\$21.75	\$17.17	\$14.62	\$17.64	\$22.08	51.03%
Springdale, AR	Match	\$13.99	\$12.82	\$15.93	\$19.04	\$14.20	\$13.01	\$16.17	\$19.32	48.50%
Lawrence, KS										
Manhattan, KS	Match	\$15.08	\$14.48	\$18.67	\$21.84	\$14.69	\$14.11	\$18.19	\$21.29	50.89%
Blue Springs, MO	Match	\$16.81	\$13.45	\$16.81	\$20.17	\$15.19	\$12.15	\$15.19	\$18.22	49.96%
Columbia, MO	Match	\$17.81	\$15.16	\$17.81	\$20.46	\$16.99	\$14.46	\$16.99	\$19.52	34.99%
Florissant, MO	Match	\$21.38	\$17.10	\$21.38	\$25.65	\$19.53	\$15.62	\$19.53	\$23.43	50.00%
O'Fallon, MO	Match	\$21.86	\$15.09	\$18.47	\$21.86	\$20.41	\$14.09	\$17.25	\$20.41	44.85%
Springfield, MO	Match	\$18.58	\$14.86	\$18.58	\$22.29	\$18.48	\$14.78	\$18.48	\$22.18	50.07%
St. Joseph, MO	Match	\$18.39	\$15.33	\$18.39	\$22.07	\$17.92	\$14.93	\$17.92	\$21.50	44.01%
Broken Arrow, OK	Match	\$21.28	\$15.06	\$18.81	\$22.91	\$20.95	\$14.83	\$18.52	\$22.56	52.12%
Edmond, OK										
Midwest City, OK	Match	\$17.93	\$13.90	\$17.93	\$21.96	\$17.47	\$13.54	\$17.47	\$21.39	57.98%
Norman, OK	Match	\$24.67	\$20.36	\$24.67	\$28.98	\$24.54	\$20.25	\$24.54	\$28.83	42.37%
Stillwater, OK		\$18.38	\$15.39	\$18.38	\$21.95	\$17.91	\$15.00	\$17.91	\$21.39	42.60%
CompAnalyst-72703, AR	Match	\$17.16	\$13.50	\$16.88	\$20.25	\$17.42	\$13.70	\$17.13	\$20.55	50.00%
DOL - NWA, AR	Match	\$17.39	\$13.63	\$17.03	\$20.44	\$17.65	\$13.83	\$17.29	\$20.75	50.04%
NOARK, AR	Match	\$16.16	\$13.04	\$16.24	\$19.61	\$16.40	\$13.24	\$16.49	\$19.90	50.30%
AVERAGES		\$18.15	\$14.62	\$18.06	\$21.62	\$17.89	\$14.43	\$17.81	\$21.33	47.84%
City of Fayetteville						\$17.41	\$13.49	\$16.18	\$20.55	52.34%
						\$ Difference	-\$0.48	-\$0.94	-\$1.63	-\$0.78
						% Difference	-2.8%	-6.9%	-10.1%	-3.8%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Accounting Director

Job Description and Qualifications:										
Responsible for providing management, coordination and supervision of accounting, payroll, pension, investing and debt activities of the City. Responsible for producing the comprehensive annual financial report and overseeing the external audit.										
Education						FLSA				
B.S./B.A Degree in Accounting or Business Administration						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
3 years						Accounting (320)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Below	\$27.29	\$21.83	\$27.29	\$32.74	\$27.42	\$21.94	\$27.42	\$32.90	49.95%
Fort Smith, AR	Match	\$42.61	\$33.11	\$42.61	\$52.11	\$44.55	\$34.61	\$44.55	\$54.48	57.41%
Jonesboro, AR										
Little Rock, AR	Match	\$62.50	\$43.77	\$55.59	\$67.40	\$60.90	\$42.65	\$54.16	\$65.68	54.00%
North Little Rock, AR	Above	\$48.32	\$38.66	\$48.32	\$57.99	\$47.08	\$37.67	\$47.08	\$56.50	49.99%
Rogers, AR	Match	\$44.47	\$35.72	\$44.65	\$55.82	\$45.14	\$36.26	\$45.32	\$56.65	56.23%
Springdale, AR	Match	\$41.84	\$28.49	\$35.61	\$42.74	\$42.47	\$28.92	\$36.15	\$43.38	50.00%
Lawrence, KS										
Manhattan, KS	Match	\$41.94	\$41.94	\$54.35	\$66.75	\$40.87	\$40.87	\$52.95	\$65.04	59.14%
Blue Springs, MO	Match	\$38.46	\$30.76	\$38.46	\$46.15	\$34.74	\$27.79	\$34.74	\$41.69	50.02%
Columbia, MO	Match	\$44.33	\$34.77	\$44.33	\$53.90	\$42.30	\$33.18	\$42.30	\$51.42	54.97%
Florissant, MO	Match	\$42.35	\$33.88	\$42.35	\$50.82	\$38.69	\$30.95	\$38.69	\$46.42	49.98%
O'Fallon, MO	Match	\$50.99	\$44.73	\$50.99	\$57.25	\$47.61	\$41.77	\$47.61	\$53.46	27.99%
Springfield, MO	Match	\$48.96	\$39.17	\$48.96	\$58.76	\$48.70	\$38.96	\$48.70	\$58.44	50.00%
St. Joseph, MO	Match	\$39.23	\$32.69	\$39.23	\$47.07	\$38.22	\$31.85	\$38.22	\$45.87	44.02%
Broken Arrow, OK	Match	\$62.79	\$46.14	\$55.03	\$68.57	\$61.82	\$45.43	\$54.18	\$67.51	48.60%
Edmond, OK	Match	\$49.39	\$33.91	\$42.39	\$50.87	\$47.12	\$32.36	\$40.45	\$48.54	50.00%
Midwest City, OK	Match	\$36.52	\$29.81	\$36.52	\$43.23	\$35.58	\$29.05	\$35.58	\$42.12	44.99%
Norman, OK	Match	\$64.43	\$45.25	\$54.84	\$64.43	\$64.08	\$45.01	\$54.55	\$64.08	42.37%
Stillwater, OK	Below	\$31.30	\$26.21	\$31.30	\$38.51	\$30.50	\$25.54	\$30.50	\$37.52	46.91%
CompAnalyst-72703, AR	Match	\$57.79	\$43.92	\$54.90	\$65.88	\$58.66	\$44.58	\$55.72	\$66.87	50.00%
DOL - NWA, AR	Match	\$53.63	\$39.49	\$49.36	\$59.23	\$54.43	\$40.08	\$50.10	\$60.12	50.00%
NOARK, AR	Match	\$44.00	\$34.36	\$42.95	\$51.54	\$44.66	\$34.88	\$43.59	\$52.31	49.97%
AVERAGES		\$46.34	\$36.12	\$44.76	\$53.89	\$45.50	\$35.45	\$43.93	\$52.90	49.26%
City of Fayetteville						\$45.78	\$30.04	\$36.05	\$45.78	52.40%
						\$ Difference	\$0.28	-\$5.41	-\$7.88	-\$7.12
						% Difference	0.6%	-18.0%	-21.9%	-15.6%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Accounting Mgr-Payroll+Pension

Job Description and Qualifications:										
Oversee payroll, accounts receivable and travel and training. Responsible for electronic timekeeping system maintenance and update requirements.										
Education						FLSA				
B.S./B.A Degree in Accounting or Finance						Exempt				
Related Experience						Supervisory Position				
4 years						Supervisory Position				
Management Experience						Department				
2 years						Accounting (320)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$42.81	\$31.15	\$42.05	\$52.96	\$43.45	\$31.62	\$42.69	\$53.75	69.99%
Conway, AR	Match	\$22.57	\$18.05	\$22.57	\$27.08	\$22.68	\$18.14	\$22.68	\$27.21	50.00%
Fort Smith, AR	Match	\$31.12	\$24.20	\$31.12	\$38.06	\$32.53	\$25.30	\$32.53	\$39.79	57.27%
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR	Match	\$36.36	\$21.60	\$26.26	\$32.98	\$35.43	\$21.05	\$25.59	\$32.13	52.64%
Rogers, AR	Match	\$29.98	\$24.09	\$30.12	\$37.65	\$30.43	\$24.46	\$30.57	\$38.21	56.21%
Springdale, AR										
Lawrence, KS										
Manhattan, KS										
Blue Springs, MO	Match	\$33.44	\$26.75	\$33.44	\$40.13	\$30.21	\$24.17	\$30.21	\$36.25	49.98%
Columbia, MO	Match	\$38.55	\$30.24	\$38.55	\$46.87	\$36.78	\$28.85	\$36.78	\$44.71	54.97%
Florissant, MO	Match	\$32.23	\$25.78	\$32.23	\$38.68	\$29.44	\$23.55	\$29.44	\$35.33	50.02%
O'Fallon, MO										
Springfield, MO	Match	\$28.21	\$22.57	\$28.21	\$33.86	\$28.06	\$22.45	\$28.06	\$33.68	50.02%
St. Joseph, MO	Match	\$34.91	\$29.09	\$34.91	\$41.89	\$34.02	\$28.35	\$34.02	\$40.82	43.99%
Broken Arrow, OK										
Edmond, OK	Below	\$38.59	\$26.27	\$32.84	\$39.41	\$36.82	\$25.07	\$31.34	\$37.60	49.98%
Midwest City, OK	Match	\$25.61	\$19.85	\$25.61	\$31.37	\$24.96	\$19.35	\$24.96	\$30.57	57.98%
Norman, OK										
Stillwater, OK	Match	\$42.09	\$33.67	\$42.09	\$50.51	\$41.01	\$32.81	\$41.01	\$49.21	49.98%
CompAnalyst-72703, AR	Match	\$39.81	\$31.85	\$39.81	\$47.77	\$40.40	\$32.32	\$40.40	\$48.49	50.03%
DOL - NWA, AR	Match	\$38.67	\$30.08	\$37.60	\$45.12	\$39.25	\$30.53	\$38.17	\$45.80	50.02%
NOARK, AR	Match	\$35.66	\$27.97	\$34.91	\$42.06	\$36.20	\$28.39	\$35.43	\$42.69	50.37%
AVERAGES		\$34.41	\$26.45	\$33.27	\$40.40	\$33.85	\$26.03	\$32.74	\$39.77	52.79%
City of Fayetteville						\$37.67	\$24.72	\$29.66	\$37.67	52.39%
\$ Difference						\$3.82	-\$1.31	-\$3.08	-\$2.10	
% Difference						10.1%	-5.3%	-10.4%	-5.6%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Animal Services Officer

Job Description and Qualifications:										
Enforce state and local laws pertaining to animals. Issue citations to violators and effectively manage difficult situations. Investigate animal cruelty and bite cases. Prepare investigative reports.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
6-12 months of animal handling experience						Non-Supervisory				
Management Experience						Department				
						Animal Services (330)				
Certificates & Licenses										
Animal Cruelty Investigations Euthanasia, Chemical Capture and Bite Stick										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$17.01	\$14.41	\$18.01	\$21.61	\$17.27	\$14.63	\$18.28	\$21.93	49.90%
Conway, AR	Match	\$15.09	\$12.07	\$15.09	\$18.11	\$15.17	\$12.13	\$15.17	\$18.20	50.04%
Fort Smith, AR	Match	\$16.96	\$14.04	\$16.96	\$19.89	\$17.73	\$14.68	\$17.73	\$20.79	41.62%
Jonesboro, AR	Match	\$17.94	\$14.35	\$17.94	\$21.53	\$18.76	\$15.00	\$18.76	\$22.51	50.07%
Little Rock, AR	Match	\$13.28	\$13.28	\$15.94	\$18.60	\$12.94	\$12.94	\$15.53	\$18.12	40.03%
North Little Rock, AR	Match	\$18.70	\$14.08	\$17.11	\$20.80	\$18.22	\$13.72	\$16.68	\$20.27	47.74%
Rogers, AR	Match	\$14.41	\$12.95	\$16.19	\$20.24	\$14.63	\$13.15	\$16.43	\$20.54	56.20%
Springdale, AR	Match	\$13.21	\$12.82	\$15.93	\$19.04	\$13.41	\$13.01	\$16.17	\$19.32	48.50%
Lawrence, KS	Match	\$19.90	\$16.38	\$19.90	\$23.42	\$19.19	\$15.79	\$19.19	\$22.59	43.07%
Manhattan, KS	Match	\$17.09	\$15.61	\$20.12	\$24.63	\$16.65	\$15.21	\$19.60	\$24.00	57.79%
Blue Springs, MO	Match	\$16.81	\$13.45	\$16.81	\$20.17	\$15.19	\$12.15	\$15.19	\$18.22	49.96%
Columbia, MO	Match	\$17.81	\$15.16	\$17.81	\$20.46	\$16.99	\$14.46	\$16.99	\$19.52	34.99%
Florissant, MO	Match	\$15.38	\$12.31	\$15.38	\$18.46	\$14.05	\$11.24	\$14.05	\$16.86	50.00%
O'Fallon, MO	Match	\$20.39	\$16.66	\$20.39	\$24.13	\$19.04	\$15.56	\$19.04	\$22.53	44.79%
Springfield, MO	Match	\$16.87	\$13.50	\$16.87	\$20.25	\$16.78	\$13.43	\$16.78	\$20.14	49.96%
St. Joseph, MO	Match	\$18.39	\$15.33	\$18.39	\$22.07	\$17.92	\$14.94	\$17.92	\$21.51	43.98%
Broken Arrow, OK	Match	\$14.97	\$13.64	\$17.04	\$20.76	\$14.74	\$13.43	\$16.77	\$20.44	52.20%
Edmond, OK	Match	\$17.13	\$14.81	\$18.52	\$22.22	\$16.34	\$14.13	\$17.67	\$21.20	50.04%
Midwest City, OK	Match	\$20.49	\$15.88	\$20.49	\$25.09	\$19.96	\$15.48	\$19.96	\$24.45	57.95%
Norman, OK	Match	\$23.21	\$18.34	\$22.23	\$26.11	\$23.08	\$18.24	\$22.11	\$25.98	42.43%
Stillwater, OK	Match	\$16.33	\$13.62	\$16.33	\$19.50	\$15.91	\$13.27	\$15.91	\$19.00	43.18%
CompAnalyst-72703, AR	Match	\$17.74	\$14.19	\$17.74	\$21.29	\$18.01	\$14.41	\$18.01	\$21.61	49.97%
DOL - NWA, AR	Match	\$17.83	\$14.01	\$17.51	\$21.01	\$18.09	\$14.22	\$17.77	\$21.33	50.00%
NOARK, AR										
AVERAGES		\$17.26	\$14.39	\$17.77	\$21.28	\$16.96	\$14.14	\$17.47	\$20.92	47.92%
City of Fayetteville						\$14.39	\$13.49	\$16.18	\$20.55	52.34%
						\$ Difference	-\$2.57	-\$0.65	-\$1.29	-\$0.37
						% Difference	-17.9%	-4.8%	-7.9%	-1.8%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Assistant Fire Chief

Job Description and Qualifications:										
Oversee administrative or operational services and emergency activities of the Fire Department. Assist the Fire Chief in the development of standards and technical progression for officers and firefighters.										
Education						FLSA				
H.S. Diploma or GED						Exempt				
Related Experience						Supervisory Position				
10 years						Supervisory Position				
Management Experience						Department				
Battalion Chief 2 years						Fire Department (700)				
Certificates & Licenses										
National Incident Management System, Firefighter and EMT										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$39.15	\$30.88	\$39.40	\$47.91	\$39.74	\$31.34	\$39.99	\$48.63	55.17%
Conway, AR	Match	\$35.53	\$28.42	\$35.53	\$42.64	\$35.70	\$28.56	\$35.70	\$42.84	50.00%
Fort Smith, AR	Match	\$37.04	\$28.77	\$37.04	\$45.29	\$38.72	\$30.08	\$38.72	\$47.35	57.41%
Jonesboro, AR	Match	\$41.83	\$39.42	\$41.83	\$44.23	\$43.73	\$41.21	\$43.73	\$46.24	12.21%
Little Rock, AR	Match	\$48.93	\$38.57	\$48.21	\$57.85	\$47.68	\$37.58	\$46.97	\$56.37	50.00%
North Little Rock, AR	Match	\$36.94	\$29.55	\$36.94	\$44.33	\$36.00	\$28.80	\$36.00	\$43.20	50.00%
Rogers, AR	Match	\$43.67	\$35.72	\$44.65	\$55.82	\$44.32	\$36.26	\$45.32	\$56.65	56.23%
Springdale, AR	Match	\$44.52	\$29.38	\$36.50	\$44.52	\$45.18	\$29.82	\$37.05	\$45.18	51.51%
Lawrence, KS										
Manhattan, KS	Above	\$44.60	\$31.48	\$40.76	\$50.03	\$43.46	\$30.67	\$39.71	\$48.75	58.95%
Blue Springs, MO										
Columbia, MO	Match	\$50.98	\$38.48	\$50.98	\$63.49	\$48.64	\$36.71	\$48.64	\$60.57	65.00%
Florissant, MO										
O'Fallon, MO										
Springfield, MO	Match	\$43.82	\$35.06	\$43.82	\$52.58	\$43.59	\$34.87	\$43.59	\$52.31	50.01%
St. Joseph, MO	Match	\$39.23	\$32.69	\$39.23	\$47.07	\$38.22	\$31.85	\$38.22	\$45.87	44.02%
Broken Arrow, OK	Match	\$53.92	\$38.16	\$47.66	\$58.07	\$53.09	\$37.57	\$46.92	\$57.17	52.17%
Edmond, OK	Match	\$57.58	\$38.97	\$48.27	\$57.58	\$54.93	\$37.18	\$46.06	\$54.93	47.74%
Midwest City, OK	Below	\$33.06	\$32.38	\$33.06	\$33.75	\$32.22	\$31.55	\$32.22	\$32.89	4.25%
Norman, OK	Match	\$48.84	\$40.30	\$48.84	\$57.39	\$48.59	\$40.09	\$48.59	\$57.08	42.38%
Stillwater, OK	Match	\$45.24	\$43.92	\$45.24	\$46.60	\$44.08	\$42.80	\$44.08	\$45.41	6.10%
CompAnalyst-72703, AR										
DOL - NWA, AR	Match	\$43.53	\$32.88	\$41.10	\$49.32	\$44.19	\$33.37	\$41.71	\$50.06	50.01%
NOARK, AR										
AVERAGES		\$43.80	\$34.72	\$42.17	\$49.92	\$43.45	\$34.46	\$41.85	\$49.53	43.72%
City of Fayetteville						\$42.04	\$31.55	\$37.85	\$48.07	52.36%
						\$ Difference	-\$1.41	-\$2.91	-\$4.00	-\$1.46
						% Difference	-3.4%	-9.2%	-10.6%	-3.0%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Benefits Administrator

Job Description and Qualifications:										
Day-to-day administration of health, dental, life and vision insurance. Responsible for administering short and long-term disability programs, 457 and 401a retirement savings plans, medical and dependent care, flexible spending accounts, HSA, AD&D and supplemental insurance plans. Provides new hire orientation.										
Education						FLSA				
H.S. Diploma B.S./B.A. in HR or related field preferred						Non-Exempt				
Related Experience						Supervisory Position				
5 years and 2 years of Benefits Adm. Experience						Non-Supervisory				
Management Experience						Department				
						Human Resources (390)				
Certificates & Licenses										
PHR or SHRM - CP desirable										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$23.63	\$16.82	\$21.02	\$25.22	\$23.98	\$17.07	\$21.34	\$25.60	49.97%
Conway, AR	Match	\$19.81	\$15.85	\$19.81	\$23.78	\$19.91	\$15.93	\$19.91	\$23.89	49.97%
Fort Smith, AR	Match	\$23.74	\$19.62	\$23.74	\$27.84	\$24.82	\$20.51	\$24.82	\$29.11	41.93%
Jonesboro, AR	Match	\$21.69	\$17.35	\$21.69	\$26.03	\$22.68	\$18.14	\$22.68	\$27.22	50.06%
Little Rock, AR										
North Little Rock, AR										
Rogers, AR	Match	\$18.91	\$14.89	\$18.61	\$23.26	\$19.20	\$15.11	\$18.89	\$23.61	56.25%
Springdale, AR	Match	\$17.61	\$14.90	\$18.51	\$22.12	\$17.87	\$15.12	\$18.79	\$22.45	48.48%
Lawrence, KS	Match	\$28.71	\$23.44	\$28.71	\$33.98	\$27.68	\$22.60	\$27.68	\$32.77	45.00%
Manhattan, KS	Match	\$24.04	\$19.56	\$25.25	\$30.94	\$23.42	\$19.06	\$24.60	\$30.15	58.18%
Blue Springs, MO	Match	\$18.52	\$14.82	\$18.52	\$22.23	\$16.73	\$13.39	\$16.73	\$20.08	49.96%
Columbia, MO	Match	\$20.92	\$17.08	\$20.92	\$24.76	\$19.96	\$16.29	\$19.96	\$23.63	45.06%
Florissant, MO	Match	\$18.11	\$14.49	\$18.11	\$21.73	\$16.54	\$13.23	\$16.54	\$19.85	50.04%
O'Fallon, MO	Above	\$22.96	\$20.30	\$24.85	\$29.40	\$21.44	\$18.96	\$23.20	\$27.45	44.78%
Springfield, MO	Match	\$25.65	\$20.52	\$25.65	\$30.78	\$25.51	\$20.41	\$25.51	\$30.62	50.02%
St. Joseph, MO	Match	\$31.07	\$25.89	\$31.07	\$37.28	\$30.28	\$25.23	\$30.28	\$36.33	44.00%
Broken Arrow, OK	Match	\$17.04	\$16.62	\$20.76	\$25.29	\$16.77	\$16.36	\$20.44	\$24.90	52.20%
Edmond, OK	Match	\$24.03	\$21.36	\$26.70	\$32.05	\$22.93	\$20.38	\$25.48	\$30.57	50.00%
Midwest City, OK	Match	\$24.33	\$18.86	\$24.33	\$29.80	\$23.71	\$18.38	\$23.71	\$29.04	58.00%
Norman, OK	Match	\$28.24	\$23.30	\$28.24	\$33.18	\$28.09	\$23.18	\$28.09	\$33.01	42.41%
Stillwater, OK	Match	\$25.45	\$21.31	\$25.45	\$30.39	\$24.80	\$20.76	\$24.80	\$29.61	42.63%
CompAnalyst-72703, AR	Match	\$20.34	\$15.81	\$19.76	\$23.71	\$20.64	\$16.04	\$20.06	\$24.07	50.06%
DOL - NWA, AR	Match	\$17.80	\$14.25	\$17.81	\$21.37	\$18.06	\$14.46	\$18.08	\$21.69	50.00%
NOARK, AR	Match	\$18.72	\$15.80	\$19.75	\$23.70	\$19.00	\$16.04	\$20.05	\$24.06	50.00%
AVERAGES		\$22.33	\$18.31	\$22.69	\$27.22	\$22.00	\$18.03	\$22.35	\$26.81	48.67%
City of Fayetteville						\$18.05	\$14.87	\$17.84	\$22.66	52.39%
\$ Difference						-\$3.95	-\$3.16	-\$4.51	-\$4.15	
% Difference						-21.9%	-21.2%	-25.3%	-18.3%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Billing+Collections Manager

Job Description and Qualifications:										
Responsible for periodic utility billing for water, sewer, recycling and trash and storm water utilities. Responsible for daily updates of all the City's web based payments, including parking, water, business licenses and accounts receivable. Coordinate										
Education						FLSA				
Associate's degree Prefer B.S. / B.A. Accounting and Finance						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
3 years						W/S Services - Office (420)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$38.20	\$24.73	\$33.39	\$42.04	\$38.77	\$25.10	\$33.89	\$42.67	70.00%
Conway, AR										
Fort Smith, AR	Match	\$26.71	\$20.77	\$26.71	\$32.66	\$27.92	\$21.71	\$27.92	\$34.14	57.25%
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR	Match	\$26.78	\$17.82	\$21.66	\$26.78	\$26.10	\$17.36	\$21.11	\$26.10	50.35%
Rogers, AR	Match	\$29.98	\$24.09	\$30.12	\$37.65	\$30.43	\$24.46	\$30.57	\$38.21	56.21%
Springdale, AR										
Lawrence, KS	Match	\$32.15	\$26.25	\$32.15	\$38.06	\$31.00	\$25.31	\$31.00	\$36.70	45.00%
Manhattan, KS	Match	\$25.87	\$18.65	\$24.07	\$29.49	\$25.21	\$18.17	\$23.45	\$28.74	58.17%
Blue Springs, MO	Match	\$33.44	\$26.75	\$33.44	\$40.13	\$30.21	\$24.17	\$30.21	\$36.25	49.98%
Columbia, MO	Match	\$38.55	\$30.24	\$38.55	\$46.87	\$36.78	\$28.85	\$36.78	\$44.71	54.97%
Florissant, MO	Match	\$37.26	\$29.81	\$37.26	\$44.71	\$34.04	\$27.23	\$34.04	\$40.84	49.98%
O'Fallon, MO	Match	\$24.85	\$20.30	\$24.85	\$29.40	\$23.20	\$18.96	\$23.20	\$27.45	44.78%
Springfield, MO										
St. Joseph, MO	Above	\$34.91	\$29.09	\$34.91	\$41.89	\$34.02	\$28.35	\$34.02	\$40.82	43.99%
Broken Arrow, OK	Match	\$27.92	\$18.35	\$22.91	\$27.92	\$27.49	\$18.06	\$22.56	\$27.49	52.21%
Edmond, OK	Match	\$47.85	\$38.28	\$47.85	\$57.42	\$45.65	\$36.52	\$45.65	\$54.79	50.03%
Midwest City, OK	Match	\$28.81	\$22.34	\$28.81	\$35.29	\$28.08	\$21.76	\$28.08	\$34.39	58.04%
Norman, OK										
Stillwater, OK	Match	\$31.30	\$25.04	\$31.30	\$37.56	\$30.50	\$24.40	\$30.50	\$36.60	50.00%
CompAnalyst-72703, AR	Match	\$42.21	\$31.85	\$39.81	\$47.77	\$42.84	\$32.32	\$40.40	\$48.49	50.03%
DOL - NWA, AR	Match	\$42.93	\$31.59	\$39.49	\$47.38	\$43.57	\$32.06	\$40.08	\$48.09	50.00%
NOARK, AR	Match	\$35.66	\$27.97	\$34.91	\$42.06	\$36.20	\$28.39	\$35.43	\$42.69	50.37%
AVERAGES		\$33.63	\$25.77	\$32.34	\$39.17	\$32.89	\$25.18	\$31.61	\$38.29	52.07%
City of Fayetteville						\$38.83	\$28.61	\$34.33	\$43.60	52.39%
						\$ Difference	\$5.94	\$3.43	\$2.73	\$5.31
						% Difference	15.3%	12.0%	7.9%	12.2%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Business Systems Analyst

Job Description and Qualifications:										
Configure, customize, implement and provide application support for city departments. Serve as a liaison between I.T. staff and users. Consults with users concerning their information needs and system requirements to maximize data entry and reporting effi										
Education						FLSA				
B.S. / B.A. Degree I.T. Degree Preferred						Exempt				
Related Experience						Supervisory Position				
3 years						Non-Supervisory				
Management Experience						Department				
						Information Technologies (370)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Below	\$19.81	\$15.85	\$19.81	\$23.78	\$19.91	\$15.93	\$19.91	\$23.89	49.97%
Fort Smith, AR										
Jonesboro, AR										
Little Rock, AR	Match	\$21.00	\$16.54	\$21.00	\$25.47	\$20.47	\$16.11	\$20.47	\$24.82	54.07%
North Little Rock, AR	Match	\$33.63	\$26.90	\$33.63	\$40.36	\$32.77	\$26.22	\$32.77	\$39.32	49.96%
Rogers, AR	Match	\$31.33	\$26.03	\$32.54	\$40.68	\$31.80	\$26.42	\$33.03	\$41.29	56.28%
Springdale, AR	Match	\$29.55	\$22.16	\$27.53	\$32.90	\$29.99	\$22.49	\$27.94	\$33.40	48.51%
Lawrence, KS	Match	\$32.15	\$26.25	\$32.15	\$38.06	\$31.00	\$25.31	\$31.00	\$36.70	45.00%
Manhattan, KS	Match	\$30.40	\$19.56	\$25.25	\$30.94	\$29.62	\$19.06	\$24.60	\$30.15	58.18%
Blue Springs, MO	Match	\$33.44	\$26.75	\$33.44	\$40.13	\$30.21	\$24.17	\$30.21	\$36.25	49.98%
Columbia, MO	Match	\$29.79	\$23.83	\$29.79	\$35.74	\$28.42	\$22.74	\$28.42	\$34.10	49.96%
Florissant, MO	Match	\$28.08	\$22.47	\$28.08	\$33.70	\$25.65	\$20.52	\$25.65	\$30.78	50.00%
O'Fallon, MO										
Springfield, MO	Match	\$30.52	\$24.42	\$30.52	\$36.63	\$30.36	\$24.29	\$30.36	\$36.43	49.98%
St. Joseph, MO	Match	\$31.07	\$25.89	\$31.07	\$37.28	\$30.27	\$25.23	\$30.27	\$36.33	44.00%
Broken Arrow, OK	Match	\$26.57	\$21.28	\$26.57	\$32.38	\$26.16	\$20.95	\$26.16	\$31.88	52.17%
Edmond, OK	Match	\$33.66	\$26.27	\$32.84	\$39.41	\$32.12	\$25.07	\$31.34	\$37.60	49.98%
Midwest City, OK										
Norman, OK	Match	\$38.27	\$29.09	\$35.25	\$41.41	\$38.07	\$28.93	\$35.06	\$41.19	42.38%
Stillwater, OK	Above	\$38.51	\$32.24	\$38.51	\$45.99	\$37.52	\$31.41	\$37.52	\$44.81	42.66%
CompAnalyst-72703, AR	Match	\$25.96	\$21.35	\$26.68	\$32.02	\$26.35	\$21.67	\$27.08	\$32.50	49.98%
DOL - NWA, AR	Match	\$27.47	\$21.14	\$26.42	\$31.70	\$27.88	\$21.45	\$26.82	\$32.18	50.02%
NOARK, AR	Match	\$29.43	\$24.36	\$30.78	\$37.43	\$29.88	\$24.72	\$31.24	\$37.99	53.68%
AVERAGES		\$30.03	\$23.81	\$29.57	\$35.58	\$29.39	\$23.30	\$28.94	\$34.82	49.45%
City of Fayetteville						\$29.00	\$23.54	\$28.25	\$35.87	52.38%
						\$ Difference	-\$0.39	\$0.24	-\$0.69	\$1.05
						% Difference	-1.4%	1.0%	-2.4%	2.9%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Chief Financial Officer

Job Description and Qualifications:										
Ensure compliance with accounting and finance administrative principles, practice and policies, laws, regulations and reporting requirements pertaining to municipal finance. Create and develop long-range financial planning, provide financial forecasts and										
Education						FLSA				
Bachelor's Degree in Accounting or related field. Master's or MBA preferred						Exempt				
Related Experience						Supervisory Position				
9 years						Supervisory Position				
Management Experience						Department				
8 years						Mayor/Executive (500)				
Certificates & Licenses										
Preferred: CPA, CPFO, CGFM, CFA, CIA or CPM										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$61.75	\$36.34	\$49.05	\$61.75	\$62.68	\$36.89	\$49.78	\$62.68	69.91%
Conway, AR	Match	\$38.30	\$30.64	\$38.30	\$45.96	\$38.49	\$30.79	\$38.49	\$46.18	49.98%
Fort Smith, AR										
Jonesboro, AR	Match	\$54.31	\$43.45	\$54.31	\$65.17	\$56.78	\$45.42	\$56.78	\$68.13	50.00%
Little Rock, AR										
North Little Rock, AR	Match	\$48.32	\$38.66	\$48.32	\$57.99	\$47.08	\$37.67	\$47.08	\$56.50	49.99%
Rogers, AR	Match	\$50.98	\$41.54	\$51.92	\$64.90	\$51.74	\$42.16	\$52.70	\$65.88	56.26%
Springdale, AR	Above	\$46.47	\$33.80	\$42.25	\$50.70	\$47.17	\$34.31	\$42.88	\$51.46	49.99%
Lawrence, KS	Match	\$58.18	\$47.50	\$58.18	\$68.87	\$56.10	\$45.80	\$56.10	\$66.41	45.00%
Manhattan, KS										
Blue Springs, MO	Match	\$58.49	\$45.87	\$58.49	\$71.10	\$52.83	\$41.44	\$52.83	\$64.23	55.00%
Columbia, MO	Match	\$58.63	\$44.25	\$58.63	\$73.01	\$55.94	\$42.22	\$55.94	\$69.66	64.99%
Florissant, MO	Match	\$50.52	\$40.42	\$50.52	\$60.63	\$46.15	\$36.92	\$46.15	\$55.38	50.00%
O'Fallon, MO	Match	\$57.25	\$44.73	\$50.99	\$57.25	\$53.46	\$41.77	\$47.61	\$53.46	27.99%
Springfield, MO	Match	\$63.91	\$51.13	\$63.91	\$76.70	\$63.57	\$50.86	\$63.57	\$76.29	50.00%
St. Joseph, MO	Match	\$52.49	\$43.74	\$52.49	\$62.99	\$51.15	\$42.62	\$51.15	\$61.38	44.02%
Broken Arrow, OK	Match	\$43.54	\$30.06	\$37.55	\$45.75	\$42.87	\$29.60	\$36.97	\$45.04	52.16%
Edmond, OK	Match	\$70.52	\$47.01	\$58.76	\$70.52	\$67.28	\$44.85	\$56.07	\$67.28	50.01%
Midwest City, OK	Match	\$52.63	\$42.97	\$52.63	\$62.30	\$51.29	\$41.87	\$51.29	\$60.71	45.00%
Norman, OK	Match	\$57.39	\$40.30	\$48.84	\$57.39	\$57.08	\$40.09	\$48.59	\$57.08	42.38%
Stillwater, OK	Match	\$55.00	\$44.00	\$55.00	\$66.00	\$53.59	\$42.87	\$53.59	\$64.31	50.01%
CompAnalyst-72703, AR	Match	\$72.16	\$54.85	\$68.56	\$82.27	\$73.25	\$55.67	\$69.59	\$83.50	49.99%
DOL - NWA, AR	Match	\$70.80	\$50.56	\$63.20	\$75.84	\$71.86	\$51.32	\$64.15	\$76.98	50.00%
NOARK, AR	Match	\$61.33	\$48.95	\$61.19	\$73.43	\$62.25	\$49.69	\$62.11	\$74.53	49.99%
AVERAGES		\$56.33	\$42.89	\$53.48	\$64.31	\$55.36	\$42.13	\$52.54	\$63.19	49.98%
City of Fayetteville						\$58.43	\$38.34	\$46.01	\$58.43	52.40%
\$ Difference						\$3.07	-\$3.79	-\$6.53	-\$4.76	
% Difference						5.3%	-9.9%	-14.2%	-8.2%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Chief Of Staff

Job Description and Qualifications:										
Functions as the Chief Operating Officer for the City. Performs a variety of executive level duties to coordinate the administrative and operational activities of the Mayor. Responsible for providing executive oversight ensuring the policy directives fro										
Education						FLSA				
B.S. / B.S. in Public or Business Administration						Exempt				
Related Experience						Supervisory Position				
5 years CEO or COO						Supervisory Position				
Management Experience						Department				
5 years						Mayor/Executive (500)				
Certificates & Licenses										
Mayor/Council form of government experience										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR										
Fort Smith, AR										
Jonesboro, AR	Match	\$41.88	\$33.51	\$41.88	\$50.26	\$43.79	\$35.03	\$43.79	\$52.55	50.01%
Little Rock, AR										
North Little Rock, AR	Match	\$48.32	\$38.66	\$48.32	\$57.99	\$47.08	\$37.67	\$47.08	\$56.50	49.99%
Rogers, AR										
Springdale, AR										
Lawrence, KS										
Manhattan, KS										
Blue Springs, MO	Match	\$68.72	\$53.90	\$68.72	\$83.54	\$62.08	\$48.69	\$62.08	\$75.47	55.00%
Columbia, MO	Match	\$67.43	\$50.89	\$67.43	\$83.96	\$64.33	\$48.55	\$64.33	\$80.11	65.01%
Florissant, MO										
O'Fallon, MO										
Springfield, MO	Above	\$104.22	\$83.38	\$104.22	\$125.07	\$103.67	\$82.94	\$103.67	\$124.41	50.00%
St. Joseph, MO	Match	\$58.98	\$49.15	\$58.98	\$70.78	\$57.47	\$47.89	\$57.47	\$68.97	44.02%
Broken Arrow, OK										
Edmond, OK										
Midwest City, OK	Match	\$62.55	\$51.06	\$62.55	\$74.04	\$60.95	\$49.75	\$60.95	\$72.15	45.03%
Norman, OK										
Stillwater, OK	Match	\$76.92	\$61.54	\$76.92	\$92.31	\$74.95	\$59.96	\$74.95	\$89.95	50.02%
CompAnalyst-72703, AR	Match	\$84.47	\$60.58	\$75.72	\$90.87	\$85.74	\$61.49	\$76.86	\$92.23	49.99%
DOL - NWA, AR	Match	\$80.70	\$57.05	\$71.32	\$85.58	\$81.91	\$57.91	\$72.39	\$86.86	49.99%
NOARK, AR	Match	\$67.46	\$53.46	\$66.82	\$80.18	\$68.47	\$54.26	\$67.82	\$81.39	50.00%
AVERAGES		\$69.24	\$53.93	\$67.53	\$81.33	\$68.22	\$53.10	\$66.49	\$80.05	50.75%
City of Fayetteville						\$58.43	\$38.34	\$46.01	\$58.43	52.40%
						\$ Difference	-\$9.79	-\$14.76	-\$20.48	-\$21.62
						% Difference	-16.8%	-38.5%	-44.5%	-37.0%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

City Attorney

Job Description and Qualifications:										
Advise the City Council, Mayor and Senior City Staff about the legality and constitutionality of proposed actions, ordinances and resolutions. Defend the City in litigation and prepare ordinances and resolutions.										
Education						FLSA				
Juris Doctorate						Exempt				
Related Experience						Supervisory Position				
						Supervisory Position				
Management Experience						Department				
						City Attorney (530)				
Certificates & Licenses										
Arkansas Law License Admission to AR Bar and practice in Federal Courts										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$61.76	\$36.34	\$49.05	\$61.75	\$62.69	\$36.89	\$49.78	\$62.68	69.91%
Conway, AR	Below	\$34.86	\$27.88	\$34.86	\$41.83	\$35.02	\$28.02	\$35.02	\$42.03	50.00%
Fort Smith, AR										
Jonesboro, AR	Match	\$49.52	\$39.62	\$49.52	\$59.42	\$51.77	\$41.42	\$51.77	\$62.12	49.98%
Little Rock, AR	Match	\$70.58	\$50.27	\$63.84	\$77.41	\$68.77	\$48.98	\$62.21	\$75.43	54.00%
North Little Rock, AR	Match	\$63.15	\$50.52	\$63.15	\$75.78	\$61.53	\$49.22	\$61.53	\$73.84	50.02%
Rogers, AR	Match	\$44.35	\$43.48	\$54.34	\$67.93	\$45.02	\$44.13	\$55.16	\$68.95	56.24%
Springdale, AR	Match	\$50.97	\$40.78	\$50.97	\$61.16	\$51.73	\$41.39	\$51.73	\$62.08	49.99%
Lawrence, KS	Match	\$58.18	\$47.50	\$58.18	\$68.87	\$56.10	\$45.80	\$56.10	\$66.41	45.00%
Manhattan, KS	Match	\$56.25	\$47.44	\$61.70	\$75.96	\$54.81	\$46.23	\$60.12	\$74.02	60.11%
Blue Springs, MO	Match	\$58.49	\$45.87	\$58.49	\$71.10	\$52.83	\$41.44	\$52.83	\$64.23	55.00%
Columbia, MO	Match	\$58.63	\$44.25	\$58.63	\$73.01	\$55.94	\$42.22	\$55.94	\$69.66	64.99%
Florissant, MO										
O'Fallon, MO										
Springfield, MO	Match	\$67.31	\$53.85	\$67.31	\$80.77	\$66.95	\$53.56	\$66.95	\$80.34	50.00%
St. Joseph, MO	Match	\$49.52	\$41.27	\$49.52	\$59.43	\$48.25	\$40.21	\$48.25	\$57.90	43.99%
Broken Arrow, OK	Match	\$68.57	\$46.14	\$55.03	\$68.57	\$67.51	\$45.43	\$54.18	\$67.51	48.60%
Edmond, OK	Match	\$68.39	\$54.72	\$68.39	\$82.07	\$65.26	\$52.20	\$65.26	\$78.31	50.02%
Midwest City, OK	Match	\$47.68	\$38.92	\$47.68	\$56.43	\$46.45	\$37.92	\$46.45	\$54.99	45.02%
Norman, OK	Match	\$75.21	\$60.17	\$75.21	\$90.26	\$74.82	\$59.85	\$74.82	\$89.78	50.01%
Stillwater, OK	Match	\$67.02	\$53.62	\$67.02	\$80.42	\$65.30	\$52.24	\$65.30	\$78.37	50.02%
CompAnalyst-72703, AR	Match	\$68.65	\$49.33	\$61.66	\$73.99	\$69.68	\$50.07	\$62.58	\$75.10	49.99%
DOL - NWA, AR	Match	\$65.89	\$45.06	\$56.32	\$67.58	\$66.87	\$45.73	\$57.17	\$68.60	50.01%
NOARK, AR	Match	\$57.61	\$45.02	\$56.27	\$67.53	\$58.47	\$45.69	\$57.12	\$68.54	50.01%
AVERAGES		\$59.17	\$45.81	\$57.48	\$69.58	\$58.37	\$45.17	\$56.68	\$68.61	51.89%
City of Fayetteville						\$55.65	\$36.52	\$43.82	\$55.65	52.38%
						\$ Difference	-\$2.72	-\$8.65	-\$12.86	-\$12.96
						% Difference	-4.9%	-23.7%	-29.3%	-23.3%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

City Clerk-Treasurer

Job Description and Qualifications:										
Act as the official records custodian for the City by ensuring the safekeeping and management of the City's records, contracts, releases, resolutions and ordinances. Responsible for the coordination of elections with various governmental agencies. Serve										
Education						FLSA				
A.A, Degree preferred						Exempt				
Related Experience						Supervisory Position				
4 years of office administration						Supervisory Position				
Management Experience						Department				
						City Clerk (550)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR										
Fort Smith, AR	Match	\$34.22	\$26.60	\$34.22	\$41.84	\$35.78	\$27.81	\$35.78	\$43.74	57.28%
Jonesboro, AR	Match	\$37.50	\$30.00	\$37.50	\$45.00	\$39.20	\$31.36	\$39.20	\$47.05	50.03%
Little Rock, AR										
North Little Rock, AR	Match	\$34.13	\$27.31	\$34.13	\$40.96	\$33.26	\$26.61	\$33.26	\$39.91	49.98%
Rogers, AR										
Springdale, AR	Match	\$38.98	\$31.18	\$38.98	\$46.77	\$39.56	\$31.65	\$39.56	\$47.47	49.98%
Lawrence, KS	Match	\$32.15	\$26.25	\$32.15	\$38.06	\$31.00	\$25.31	\$31.00	\$36.70	45.00%
Manhattan, KS	Match	\$45.25	\$30.02	\$38.87	\$47.72	\$44.09	\$29.25	\$37.87	\$46.50	58.97%
Blue Springs, MO	Match	\$33.44	\$26.75	\$33.44	\$40.13	\$30.21	\$24.17	\$30.21	\$36.25	49.98%
Columbia, MO	Match	\$58.63	\$44.25	\$58.63	\$73.01	\$55.94	\$42.22	\$55.94	\$69.66	64.99%
Florissant, MO	Match	\$31.60	\$25.28	\$31.60	\$37.92	\$28.87	\$23.09	\$28.87	\$34.64	50.02%
O'Fallon, MO	Match	\$39.53	\$30.13	\$36.35	\$42.58	\$36.91	\$28.14	\$33.95	\$39.76	41.29%
Springfield, MO	Match	\$36.43	\$29.14	\$36.43	\$43.71	\$36.23	\$28.99	\$36.23	\$43.48	49.98%
St. Joseph, MO	Match	\$32.93	\$27.45	\$32.93	\$39.52	\$32.09	\$26.74	\$32.09	\$38.51	44.02%
Broken Arrow, OK										
Edmond, OK										
Midwest City, OK	Match	\$47.68	\$38.92	\$47.68	\$56.43	\$46.45	\$37.92	\$46.45	\$54.99	45.02%
Norman, OK	Match	\$52.67	\$38.48	\$46.64	\$54.79	\$52.39	\$38.28	\$46.39	\$54.50	42.37%
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$55.01	\$39.61	\$49.51	\$59.41	\$55.84	\$40.20	\$50.25	\$60.31	50.02%
DOL - NWA, AR	Match	\$55.78	\$37.43	\$46.79	\$56.15	\$56.62	\$38.00	\$47.49	\$56.99	49.97%
NOARK, AR	Match	\$39.35	\$30.69	\$38.36	\$46.03	\$39.94	\$31.15	\$38.94	\$46.72	49.98%
AVERAGES		\$41.49	\$31.73	\$39.66	\$47.65	\$40.85	\$31.23	\$39.03	\$46.89	50.16%
City of Fayetteville						\$35.05	\$24.72	\$29.66	\$37.67	52.39%
\$ Difference						-\$5.80	-\$6.51	-\$9.37	-\$9.22	
% Difference						-16.5%	-26.3%	-31.6%	-24.5%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

City Engineer

Job Description and Qualifications:										
Oversees engineering services consisting of surveying, drafting, design, bidding and construction management of public infrastructure projects.										
Education						FLSA				
B.A./B.S. Degree in Engineering Prefer Master's in Engineering						Exempt				
Related Experience						Supervisory Position				
4 years						Supervisory Position				
Management Experience						Department				
2 years						Engineering (110)				
Certificates & Licenses										
Professional Engineering License										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$44.17	\$31.15	\$42.05	\$52.96	\$44.83	\$31.62	\$42.69	\$53.75	69.99%
Conway, AR	Match	\$41.44	\$33.15	\$41.44	\$49.73	\$41.64	\$33.32	\$41.64	\$49.97	49.97%
Fort Smith, AR										
Jonesboro, AR	Match	\$56.38	\$45.10	\$56.38	\$67.65	\$58.94	\$47.15	\$58.94	\$70.73	50.01%
Little Rock, AR	Match	\$45.24	\$35.62	\$45.24	\$54.85	\$44.08	\$34.71	\$44.08	\$53.45	53.99%
North Little Rock, AR	Above	\$44.57	\$35.65	\$44.57	\$53.48	\$43.43	\$34.74	\$43.43	\$52.11	50.00%
Rogers, AR	Match	\$46.39	\$39.60	\$49.50	\$61.87	\$47.09	\$40.19	\$50.24	\$62.80	56.26%
Springdale, AR	Above	\$42.86	\$29.82	\$37.27	\$44.73	\$43.51	\$30.26	\$37.83	\$45.40	50.03%
Lawrence, KS	Match	\$46.38	\$37.86	\$46.38	\$54.90	\$44.73	\$36.51	\$44.73	\$52.94	45.00%
Manhattan, KS	Match	\$55.05	\$36.34	\$47.06	\$57.78	\$53.64	\$35.41	\$45.86	\$56.30	58.99%
Blue Springs, MO	Match	\$38.46	\$30.76	\$38.46	\$46.15	\$34.74	\$27.79	\$34.74	\$41.69	50.02%
Columbia, MO	Match	\$50.98	\$38.48	\$50.98	\$63.49	\$48.64	\$36.71	\$48.64	\$60.57	65.00%
Florissant, MO										
O'Fallon, MO	Match	\$49.37	\$40.52	\$46.84	\$53.17	\$46.10	\$37.84	\$43.74	\$49.65	31.21%
Springfield, MO	Match	\$42.80	\$34.24	\$42.80	\$51.36	\$42.58	\$34.06	\$42.58	\$51.09	50.00%
St. Joseph, MO	Match	\$45.85	\$38.22	\$45.85	\$55.03	\$44.68	\$37.24	\$44.68	\$53.62	43.98%
Broken Arrow, OK	Match	\$45.75	\$33.19	\$41.44	\$50.50	\$45.04	\$32.67	\$40.80	\$49.72	52.19%
Edmond, OK										
Midwest City, OK	Match	\$47.68	\$38.92	\$47.68	\$56.43	\$46.45	\$37.92	\$46.45	\$54.99	45.02%
Norman, OK	Match	\$56.10	\$44.33	\$53.73	\$63.12	\$55.80	\$44.10	\$53.44	\$62.79	42.38%
Stillwater, OK	Match	\$38.51	\$31.30	\$38.51	\$44.65	\$37.52	\$30.50	\$37.52	\$43.51	42.66%
CompAnalyst-72703, AR	Match	\$64.38	\$46.35	\$57.94	\$69.53	\$65.34	\$47.05	\$58.81	\$70.57	49.99%
DOL - NWA, AR	Match	\$53.63	\$39.49	\$49.36	\$59.23	\$54.43	\$40.08	\$50.10	\$60.12	50.00%
NOARK, AR	Match	\$49.88	\$39.90	\$49.88	\$59.85	\$50.63	\$40.50	\$50.63	\$60.75	50.00%
AVERAGES		\$47.90	\$37.14	\$46.35	\$55.74	\$47.33	\$36.68	\$45.79	\$55.07	50.13%
City of Fayetteville						\$50.48	\$33.12	\$39.75	\$50.48	52.42%
\$ Difference						\$3.15	-\$3.56	-\$6.04	-\$4.59	
% Difference						6.2%	-10.8%	-15.2%	-9.1%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Code Compliance Officer

Job Description and Qualifications:										
Performs a variety of duties involved in the enforcement of municipal codes, ordinances and regulations for safety, health and unsightly property conditions. Handle follow-up communications and correspondence. Discuss violations and resolutions with citi										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
						Non-Supervisory				
Management Experience						Department				
						Community Resources (310)				
Certificates & Licenses										
Valid Driver's License										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$24.50	\$19.60	\$24.50	\$29.40	\$24.87	\$19.89	\$24.87	\$29.84	50.03%
Conway, AR	Match	\$15.36	\$12.29	\$15.36	\$18.43	\$15.43	\$12.35	\$15.43	\$18.52	49.96%
Fort Smith, AR	Match	\$19.65	\$16.26	\$19.65	\$23.07	\$20.54	\$17.00	\$20.54	\$24.12	41.88%
Jonesboro, AR	Match	\$17.94	\$14.35	\$17.94	\$21.53	\$18.76	\$15.00	\$18.76	\$22.51	50.07%
Little Rock, AR	Match	\$14.62	\$13.19	\$16.75	\$20.31	\$14.25	\$12.85	\$16.32	\$19.79	54.01%
North Little Rock, AR	Match	\$19.46	\$14.08	\$17.11	\$20.80	\$18.96	\$13.72	\$16.68	\$20.27	47.74%
Rogers, AR	Match	\$16.59	\$12.95	\$16.19	\$20.24	\$16.84	\$13.15	\$16.43	\$20.54	56.20%
Springdale, AR	Match	\$13.83	\$12.82	\$15.93	\$19.04	\$14.04	\$13.01	\$16.17	\$19.32	48.50%
Lawrence, KS		\$22.29	\$18.35	\$22.29	\$26.23	\$21.49	\$17.69	\$21.49	\$25.30	43.02%
Manhattan, KS	Match	\$19.56	\$17.61	\$22.74	\$27.86	\$19.05	\$17.16	\$22.15	\$27.15	58.22%
Blue Springs, MO	Match	\$16.81	\$13.45	\$16.81	\$20.17	\$15.19	\$12.15	\$15.19	\$18.22	49.96%
Columbia, MO	Match	\$17.81	\$15.16	\$17.81	\$20.46	\$16.99	\$14.46	\$16.99	\$19.52	34.99%
Florissant, MO	Match	\$16.83	\$13.47	\$16.83	\$20.20	\$15.38	\$12.30	\$15.38	\$18.45	50.00%
O'Fallon, MO										
Springfield, MO										
St. Joseph, MO	Match	\$21.90	\$18.25	\$21.90	\$26.28	\$21.34	\$17.79	\$21.34	\$25.61	43.96%
Broken Arrow, OK	Match	\$21.84	\$15.06	\$18.81	\$22.91	\$21.50	\$14.83	\$18.52	\$22.56	52.12%
Edmond, OK	Above	\$22.78	\$19.18	\$23.98	\$28.77	\$21.73	\$18.30	\$22.88	\$27.45	50.00%
Midwest City, OK		\$20.49	\$15.88	\$20.49	\$25.09	\$19.96	\$15.48	\$19.96	\$24.45	57.95%
Norman, OK	Match	\$22.23	\$18.34	\$22.23	\$26.11	\$22.11	\$18.24	\$22.11	\$25.98	42.43%
Stillwater, OK	Match	\$20.09	\$16.82	\$20.09	\$23.99	\$19.58	\$16.39	\$19.58	\$23.38	42.65%
CompAnalyst-72703, AR	Match	\$17.82	\$14.25	\$17.82	\$21.38	\$18.08	\$14.47	\$18.08	\$21.70	49.97%
DOL - NWA, AR	Match	\$18.95	\$14.96	\$18.71	\$22.45	\$19.23	\$15.19	\$18.99	\$22.78	49.97%
NOARK, AR	Match	\$18.13	\$15.20	\$18.13	\$21.58	\$18.40	\$15.42	\$18.40	\$21.91	42.09%
AVERAGES		\$19.07	\$15.52	\$19.19	\$23.01	\$18.81	\$15.31	\$18.92	\$22.70	48.25%
City of Fayetteville						\$16.03	\$14.87	\$17.84	\$22.66	52.39%
\$ Difference						-\$2.78	-\$0.44	-\$1.08	-\$0.04	
% Difference						-17.3%	-3.0%	-6.1%	-0.2%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Communicatns+Marketing Director

Job Description and Qualifications:										
Guide and develop the communications, marketing and volunteer services department. Oversee the Media Services division, content management for the City's internet and intranet websites and community outreach and information efforts. Provide administration										
Education						FLSA				
Bachelor's Degree in related field. Master's preferred						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
3 years										
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$28.85	\$23.08	\$28.85	\$34.62	\$28.99	\$23.19	\$28.99	\$34.78	49.98%
Fort Smith, AR										
Jonesboro, AR	Match	\$29.46	\$23.57	\$29.46	\$35.35	\$30.80	\$24.64	\$30.80	\$36.96	50.00%
Little Rock, AR	Match	\$33.80	\$24.99	\$31.74	\$38.48	\$32.93	\$24.35	\$30.92	\$37.50	54.00%
North Little Rock, AR	Below	\$30.70	\$24.56	\$30.70	\$36.84	\$29.92	\$23.93	\$29.92	\$35.90	50.02%
Rogers, AR	Match	\$39.60	\$31.85	\$39.81	\$49.76	\$40.19	\$32.32	\$40.41	\$50.51	56.28%
Springdale, AR	Match	\$33.57	\$27.69	\$34.41	\$41.12	\$34.07	\$28.11	\$34.92	\$41.74	48.49%
Lawrence, KS	Match	\$36.01	\$29.40	\$36.01	\$42.63	\$34.73	\$28.35	\$34.73	\$41.10	44.97%
Manhattan, KS	Match	\$32.11	\$24.83	\$32.12	\$39.40	\$31.29	\$24.19	\$31.29	\$38.39	58.70%
Blue Springs, MO	Match	\$38.46	\$30.76	\$38.46	\$46.15	\$34.74	\$27.79	\$34.74	\$41.69	50.02%
Columbia, MO	Match	\$50.98	\$38.48	\$50.98	\$63.49	\$48.64	\$36.71	\$48.64	\$60.57	65.00%
Florissant, MO										
O'Fallon, MO	Match	\$45.84	\$40.52	\$46.84	\$53.17	\$42.81	\$37.84	\$43.74	\$49.65	31.21%
Springfield, MO	Match	\$48.34	\$38.67	\$48.34	\$58.00	\$48.08	\$38.47	\$48.08	\$57.70	49.99%
St. Joseph, MO	Match	\$31.07	\$25.89	\$31.07	\$37.28	\$30.28	\$25.23	\$30.28	\$36.33	44.00%
Broken Arrow, OK	Match	\$35.74	\$30.06	\$37.55	\$45.75	\$35.18	\$29.60	\$36.97	\$45.04	52.16%
Edmond, OK										
Midwest City, OK	Match	\$28.81	\$22.34	\$28.81	\$35.29	\$28.08	\$21.76	\$28.08	\$34.39	58.04%
Norman, OK	Below	\$34.03	\$29.09	\$35.25	\$41.41	\$33.84	\$28.93	\$35.06	\$41.19	42.38%
Stillwater, OK	Match	\$41.26	\$33.01	\$41.26	\$49.51	\$40.20	\$32.16	\$40.20	\$48.24	50.00%
CompAnalyst-72703, AR	Match	\$43.72	\$34.98	\$43.72	\$52.46	\$44.38	\$35.50	\$44.38	\$53.25	50.00%
DOL - NWA, AR	Match	\$46.79	\$37.43	\$46.79	\$56.15	\$47.49	\$38.00	\$47.49	\$56.99	49.97%
NOARK, AR	Match	\$53.38	\$41.48	\$52.14	\$62.79	\$54.18	\$42.11	\$52.92	\$63.73	51.34%
AVERAGES		\$38.13	\$30.63	\$38.22	\$45.98	\$37.54	\$30.16	\$37.63	\$45.28	50.15%
City of Fayetteville						\$39.93	\$27.25	\$32.70	\$41.53	52.40%
						\$ Difference	\$2.39	-\$2.91	-\$4.93	-\$3.75
						% Difference	6.0%	-10.7%	-15.1%	-9.0%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Crew Leader

Job Description and Qualifications:										
Provide supervisory responsibilities for work crews in transportation, construction and parks ground maintenance divisions. Scheduling for crews and equipment for various work assignments and projects. Job training and instruction and reviewing quality an										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
2 years						Supervisory Position				
Management Experience						Department				
						Various				
Certificates & Licenses										
CDL- Class A										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$22.69	\$18.15	\$22.69	\$27.22	\$23.03	\$18.42	\$23.03	\$27.63	50.00%
Conway, AR	Match	\$16.66	\$13.33	\$16.66	\$19.99	\$16.74	\$13.39	\$16.74	\$20.09	50.04%
Fort Smith, AR	Match	\$18.31	\$15.15	\$18.31	\$21.46	\$19.14	\$15.84	\$19.14	\$22.44	41.67%
Jonesboro, AR	Match	\$20.66	\$16.53	\$20.66	\$24.79	\$21.60	\$17.28	\$21.60	\$25.92	50.00%
Little Rock, AR	Match	\$14.41	\$12.01	\$14.41	\$16.81	\$14.04	\$11.70	\$14.04	\$16.38	40.00%
North Little Rock, AR	Match	\$20.93	\$16.74	\$20.93	\$25.11	\$20.39	\$16.31	\$20.39	\$24.47	50.03%
Rogers, AR	Match	\$18.99	\$14.89	\$18.61	\$23.26	\$19.28	\$15.11	\$18.89	\$23.61	56.25%
Springdale, AR	Match	\$17.65	\$14.21	\$17.65	\$21.09	\$17.91	\$14.42	\$17.91	\$21.41	48.47%
Lawrence, KS										
Manhattan, KS	Match	\$21.76	\$18.65	\$24.07	\$29.49	\$21.20	\$18.17	\$23.45	\$28.74	58.17%
Blue Springs, MO	Match	\$20.84	\$16.67	\$20.84	\$25.01	\$18.83	\$15.06	\$18.83	\$22.59	50.00%
Columbia, MO	Match	\$17.81	\$15.16	\$17.81	\$20.46	\$16.99	\$14.46	\$16.99	\$19.52	34.99%
Florissant, MO	Match	\$22.47	\$17.98	\$22.47	\$26.96	\$20.53	\$16.42	\$20.53	\$24.63	50.00%
O'Fallon, MO	Match	\$21.85	\$19.32	\$23.65	\$27.99	\$20.40	\$18.04	\$22.09	\$26.14	44.90%
Springfield, MO	Match	\$22.44	\$17.95	\$22.44	\$26.93	\$22.32	\$17.86	\$22.32	\$26.79	50.00%
St. Joseph, MO	Match	\$20.66	\$17.22	\$20.66	\$24.80	\$20.13	\$16.78	\$20.13	\$24.16	43.98%
Broken Arrow, OK	Match	\$23.00	\$17.46	\$21.81	\$26.57	\$22.64	\$17.19	\$21.47	\$26.16	52.18%
Edmond, OK	Match	\$26.37	\$19.18	\$23.98	\$28.77	\$25.16	\$18.30	\$22.88	\$27.45	50.00%
Midwest City, OK	Match	\$20.49	\$15.88	\$20.49	\$25.09	\$19.96	\$15.48	\$19.96	\$24.45	57.95%
Norman, OK	Match	\$25.45	\$21.00	\$25.45	\$29.90	\$25.31	\$20.89	\$25.31	\$29.74	42.36%
Stillwater, OK	Match	\$22.61	\$18.93	\$22.61	\$27.00	\$22.03	\$18.45	\$22.03	\$26.31	42.60%
CompAnalyst-72703, AR	Match	\$22.04	\$17.20	\$21.50	\$25.80	\$22.37	\$17.46	\$21.82	\$26.19	50.00%
DOL - NWA, AR	Match	\$22.69	\$17.30	\$21.62	\$25.95	\$23.03	\$17.56	\$21.95	\$26.34	50.00%
NOARK, AR	Match	\$21.44	\$16.54	\$20.28	\$24.07	\$21.77	\$16.79	\$20.59	\$24.43	45.50%
AVERAGES		\$20.97	\$16.85	\$20.85	\$24.98	\$20.64	\$16.58	\$20.53	\$24.59	48.30%
City of Fayetteville						\$21.39	\$14.87	\$17.84	\$22.66	52.39%
\$ Difference						\$0.75	-\$1.71	-\$2.69	-\$1.93	
% Difference						3.5%	-11.5%	-15.1%	-8.5%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Custodian

Job Description and Qualifications:										
Maintain a clean and healthy environment for employees and citizens. Complete daily cleaning duties.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
1 year						Non-Supervisory				
Management Experience						Department				
						Building Maintenance (350)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$15.44	\$12.35	\$15.44	\$18.52	\$15.67	\$12.54	\$15.67	\$18.80	49.92%
Conway, AR	Match	\$11.95	\$9.56	\$11.95	\$14.34	\$12.00	\$9.60	\$12.00	\$14.40	50.00%
Fort Smith, AR										
Jonesboro, AR										
Little Rock, AR	Match	\$10.74	\$10.74	\$12.89	\$15.03	\$10.46	\$10.46	\$12.56	\$14.65	40.06%
North Little Rock, AR	Match	\$13.28	\$10.52	\$13.28	\$16.76	\$12.94	\$10.25	\$12.94	\$16.34	59.41%
Rogers, AR	Match	\$12.96	\$11.01	\$12.60	\$15.69	\$13.15	\$11.18	\$12.79	\$15.93	42.49%
Springdale, AR	Match	\$12.92	\$10.15	\$12.61	\$15.07	\$13.11	\$10.30	\$12.80	\$15.29	48.45%
Lawrence, KS	Match	\$17.77	\$14.62	\$17.77	\$20.91	\$17.13	\$14.10	\$17.13	\$20.17	43.05%
Manhattan, KS	Match	\$13.38	\$12.87	\$16.57	\$20.26	\$13.04	\$12.54	\$16.14	\$19.74	57.42%
Blue Springs, MO	Match	\$13.59	\$10.87	\$13.59	\$16.31	\$12.28	\$9.82	\$12.28	\$14.73	50.00%
Columbia, MO	Match	\$12.74	\$10.84	\$12.74	\$14.63	\$12.15	\$10.34	\$12.15	\$13.96	35.01%
Florissant, MO	Match	\$16.20	\$12.96	\$16.20	\$19.44	\$14.80	\$11.84	\$14.80	\$17.76	50.00%
O'Fallon, MO	Match	\$16.67	\$13.68	\$16.74	\$19.80	\$15.57	\$12.77	\$15.63	\$18.49	44.79%
Springfield, MO	Match	\$13.40	\$10.72	\$13.40	\$16.08	\$13.33	\$10.66	\$13.33	\$16.00	50.09%
St. Joseph, MO	Match	\$14.57	\$12.14	\$14.57	\$17.48	\$14.19	\$11.83	\$14.19	\$17.03	43.96%
Broken Arrow, OK	Match	\$13.31	\$11.20	\$14.69	\$17.90	\$13.11	\$11.02	\$14.46	\$17.62	59.89%
Edmond, OK	Match	\$11.90	\$11.54	\$14.43	\$17.31	\$11.35	\$11.01	\$13.76	\$16.52	50.05%
Midwest City, OK	Match	\$14.08	\$10.92	\$14.08	\$17.25	\$13.72	\$10.64	\$13.72	\$16.81	57.99%
Norman, OK	Match	\$14.69	\$13.58	\$16.46	\$19.33	\$14.61	\$13.51	\$16.37	\$19.23	42.34%
Stillwater, OK	Match	\$13.67	\$11.45	\$13.67	\$16.33	\$13.32	\$11.16	\$13.32	\$15.91	42.56%
CompAnalyst-72703, AR	Match	\$11.25	\$8.88	\$11.11	\$13.33	\$11.42	\$9.02	\$11.27	\$13.53	50.00%
DOL - NWA, AR	Match	\$12.07	\$8.79	\$10.99	\$13.19	\$12.25	\$8.92	\$11.16	\$13.39	50.11%
NOARK, AR	Match	\$11.10	\$9.49	\$11.43	\$13.37	\$11.27	\$9.63	\$11.60	\$13.57	40.91%
AVERAGES		\$13.53	\$11.31	\$13.96	\$16.74	\$13.22	\$11.05	\$13.64	\$16.36	48.01%
City of Fayetteville						\$13.03	\$10.10	\$12.12	\$15.39	52.38%
						\$ Difference	-\$0.19	-\$0.95	-\$1.52	-\$0.97
						% Difference	-1.5%	-9.4%	-12.5%	-6.3%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Customer Service Representative

Job Description and Qualifications:										
Exhibit excellent customer service while assisting customers to set up new service, transfer service to new addresses, or disconnect service. Effectively present information and respond to questions from customers and the general public. Research and res										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
						W/S Services - Office (420)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$15.09	\$12.07	\$15.09	\$18.11	\$15.17	\$12.13	\$15.17	\$18.20	50.04%
Fort Smith, AR	Match	\$16.96	\$14.04	\$16.96	\$19.89	\$17.73	\$14.68	\$17.73	\$20.79	41.62%
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR	Match	\$16.72	\$12.52	\$15.21	\$18.49	\$16.29	\$12.20	\$14.82	\$18.02	47.70%
Rogers, AR	Match	\$13.55	\$11.01	\$13.77	\$17.21	\$13.76	\$11.18	\$13.97	\$17.47	56.26%
Springdale, AR										
Lawrence, KS	Match	\$22.29	\$18.35	\$22.29	\$26.23	\$21.49	\$17.69	\$21.49	\$25.30	43.02%
Manhattan, KS	Match	\$14.48	\$14.48	\$18.67	\$22.86	\$14.11	\$14.11	\$18.19	\$22.27	57.83%
Blue Springs, MO	Match	\$14.94	\$11.95	\$14.94	\$17.92	\$13.50	\$10.80	\$13.50	\$16.19	49.91%
Columbia, MO	Match	\$16.42	\$13.69	\$16.42	\$19.16	\$15.67	\$13.06	\$15.67	\$18.28	39.97%
Florissant, MO	Match	\$17.64	\$14.11	\$17.64	\$21.16	\$16.11	\$12.89	\$16.11	\$19.33	49.96%
O'Fallon, MO	Match	\$17.89	\$15.09	\$18.47	\$21.86	\$16.71	\$14.09	\$17.25	\$20.41	44.85%
Springfield, MO										
St. Joseph, MO	Match	\$17.35	\$14.46	\$17.35	\$20.82	\$16.91	\$14.09	\$16.91	\$20.29	44.00%
Broken Arrow, OK	Match	\$15.62	\$12.98	\$16.22	\$19.76	\$15.38	\$12.78	\$15.97	\$19.45	52.19%
Edmond, OK	Match	\$16.73	\$13.72	\$17.15	\$20.59	\$15.96	\$13.09	\$16.37	\$19.64	50.04%
Midwest City, OK		\$17.93	\$13.90	\$17.93	\$21.96	\$17.47	\$13.54	\$17.47	\$21.39	57.98%
Norman, OK	Match	\$18.94	\$14.39	\$17.44	\$20.49	\$18.84	\$14.32	\$17.35	\$20.38	42.32%
Stillwater, OK	Match	\$15.85	\$13.27	\$15.85	\$18.93	\$15.44	\$12.93	\$15.44	\$18.45	42.69%
CompAnalyst-72703, AR	Match	\$16.20	\$12.69	\$15.87	\$19.04	\$16.44	\$12.88	\$16.10	\$19.32	50.00%
DOL - NWA, AR	Match	\$16.72	\$12.27	\$15.34	\$18.41	\$16.97	\$12.46	\$15.57	\$18.68	49.92%
NOARK, AR	Match	\$15.85	\$14.00	\$17.20	\$20.55	\$16.09	\$14.21	\$17.46	\$20.86	46.80%
AVERAGES		\$16.69	\$13.63	\$16.83	\$20.18	\$16.32	\$13.32	\$16.45	\$19.72	48.03%
City of Fayetteville						\$15.38	\$13.49	\$16.18	\$20.55	52.34%
						\$ Difference	-\$0.94	\$0.17	-\$0.27	\$0.83
						% Difference	-6.1%	1.2%	-1.7%	4.0%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Deputy Court Clerk

Job Description and Qualifications:										
Performs clerical work that involves the responsibility for money, data entry, filing and scheduling trial dates. Maintain records, prepare orders and arraignment reports.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
						District Court (380)				
Certificates & Licenses										
Bilingual abilities preferred Arkansas District Courts Clerk Association										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$19.45	\$15.56	\$19.45	\$23.33	\$19.74	\$15.79	\$19.74	\$23.68	49.97%
Conway, AR	Match	\$14.31	\$11.45	\$14.31	\$17.17	\$14.38	\$11.50	\$14.38	\$17.25	50.00%
Fort Smith, AR	Match	\$21.01	\$17.37	\$21.01	\$24.63	\$21.96	\$18.16	\$21.96	\$25.75	41.80%
Jonesboro, AR	Match	\$18.84	\$15.07	\$18.84	\$22.60	\$19.69	\$15.75	\$19.69	\$23.63	50.03%
Little Rock, AR	Match	\$14.55	\$13.19	\$16.75	\$20.31	\$14.18	\$12.85	\$16.32	\$19.79	54.01%
North Little Rock, AR	Match	\$20.27	\$16.22	\$20.27	\$24.32	\$19.75	\$15.80	\$19.75	\$23.70	50.00%
Rogers, AR	Match	\$12.00	\$11.01	\$13.77	\$17.21	\$12.18	\$11.18	\$13.97	\$17.47	56.26%
Springdale, AR	Match	\$14.72	\$12.82	\$15.93	\$19.04	\$14.94	\$13.01	\$16.17	\$19.32	48.50%
Lawrence, KS	Match	\$17.77	\$14.62	\$17.77	\$20.91	\$17.13	\$14.10	\$17.13	\$20.17	43.05%
Manhattan, KS	Match	\$14.77	\$14.48	\$18.67	\$22.86	\$14.39	\$14.11	\$18.19	\$22.27	57.83%
Blue Springs, MO	Match	\$16.81	\$13.45	\$16.81	\$20.17	\$15.18	\$12.15	\$15.18	\$18.22	49.96%
Columbia, MO	Match	\$14.72	\$12.53	\$14.72	\$16.91	\$14.04	\$11.95	\$14.04	\$16.13	34.98%
Florissant, MO	Match	\$18.14	\$14.51	\$18.14	\$21.77	\$16.57	\$13.26	\$16.57	\$19.89	50.00%
O'Fallon, MO	Match	\$22.96	\$18.39	\$22.51	\$26.63	\$21.44	\$17.17	\$21.02	\$24.87	44.85%
Springfield, MO	Match	\$17.93	\$14.35	\$17.93	\$21.52	\$17.84	\$14.27	\$17.84	\$21.41	50.04%
St. Joseph, MO	Match	\$17.35	\$14.46	\$17.35	\$20.82	\$16.91	\$14.09	\$16.91	\$20.29	44.00%
Broken Arrow, OK	Match	\$18.81	\$15.06	\$18.81	\$22.91	\$18.52	\$14.83	\$18.52	\$22.56	52.12%
Edmond, OK	Match	\$14.81	\$14.81	\$18.52	\$22.22	\$14.13	\$14.13	\$17.67	\$21.20	50.04%
Midwest City, OK										
Norman, OK	Match	\$21.28	\$16.17	\$19.60	\$23.02	\$21.17	\$16.08	\$19.49	\$22.90	42.41%
Stillwater, OK	Match	\$18.93	\$15.85	\$18.93	\$22.61	\$18.45	\$15.44	\$18.45	\$22.03	42.68%
CompAnalyst-72703, AR	Match	\$15.19	\$12.08	\$15.10	\$18.12	\$15.42	\$12.26	\$15.32	\$18.39	50.00%
DOL - NWA, AR	Match	\$16.03	\$11.87	\$14.83	\$17.80	\$16.27	\$12.04	\$15.05	\$18.07	50.08%
NOARK, AR	Match	\$17.13	\$13.04	\$16.31	\$19.55	\$17.38	\$13.24	\$16.56	\$19.84	49.85%
AVERAGES		\$17.29	\$14.28	\$17.67	\$21.15	\$17.03	\$14.05	\$17.39	\$20.82	48.17%
City of Fayetteville						\$18.01	\$12.89	\$15.47	\$19.64	52.37%
						\$ Difference	\$0.98	-\$1.16	-\$1.92	-\$1.18
						% Difference	5.4%	-9.0%	-12.4%	-6.0%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Development Service Director

Job Description and Qualifications:										
Oversee the Engineering, Community Resources/Code Compliance, City Planning, Building Safety and Animal Services divisions as a full-service permitting, development and code compliance department.										
Education						FLSA				
Bachelor's Degree in related field. Master's preferred						Exempt				
Related Experience						Supervisory Position				
10 years						Supervisory Position				
Management Experience						Department				
5 years						Planning (230)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$39.02	\$31.22	\$39.02	\$46.83	\$39.21	\$31.37	\$39.21	\$47.05	49.98%
Fort Smith, AR	Match	\$41.21	\$32.01	\$41.21	\$50.39	\$43.08	\$33.46	\$43.08	\$52.68	57.44%
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR										
Rogers, AR	Match	\$54.53	\$39.60	\$49.50	\$61.87	\$55.35	\$40.19	\$50.24	\$62.80	56.26%
Springdale, AR										
Lawrence, KS	Match	\$58.18	\$47.50	\$58.18	\$68.87	\$56.10	\$45.80	\$56.10	\$66.41	45.00%
Manhattan, KS										
Blue Springs, MO	Match	\$50.86	\$39.89	\$50.86	\$61.83	\$45.94	\$36.03	\$45.94	\$55.85	55.01%
Columbia, MO	Match	\$58.63	\$44.25	\$58.63	\$73.01	\$55.94	\$42.22	\$55.94	\$69.66	64.99%
Florissant, MO	Match	\$49.47	\$39.58	\$49.47	\$59.36	\$45.19	\$36.15	\$45.19	\$54.23	50.01%
O'Fallon, MO										
Springfield, MO	Match	\$53.10	\$42.48	\$53.10	\$63.72	\$52.82	\$42.25	\$52.82	\$63.38	50.01%
St. Joseph, MO	Match	\$52.49	\$43.74	\$52.49	\$62.99	\$51.15	\$42.62	\$51.15	\$61.38	44.02%
Broken Arrow, OK	Match	\$61.97	\$48.91	\$58.33	\$72.69	\$61.02	\$48.16	\$57.43	\$71.56	48.59%
Edmond, OK	Match	\$53.31	\$42.65	\$53.31	\$63.97	\$50.86	\$40.69	\$50.86	\$61.03	49.99%
Midwest City, OK	M	\$52.63	\$42.97	\$52.63	\$62.30	\$51.29	\$41.87	\$51.29	\$60.71	45.00%
Norman, OK	Match	\$58.56	\$48.32	\$58.56	\$68.80	\$58.25	\$48.07	\$58.25	\$68.44	42.38%
Stillwater, OK	M	\$54.58	\$43.66	\$54.58	\$65.49	\$53.18	\$42.54	\$53.18	\$63.81	50.00%
CompAnalyst-72703, AR	Match	\$66.06	\$47.56	\$59.45	\$71.34	\$67.05	\$48.27	\$60.34	\$72.41	50.01%
DOL - NWA, AR	Match	\$58.05	\$41.52	\$51.90	\$62.28	\$58.92	\$42.14	\$52.68	\$63.22	50.02%
NOARK, AR	Match	\$54.87	\$42.88	\$53.59	\$64.31	\$55.69	\$43.52	\$54.40	\$65.28	50.00%
AVERAGES		\$53.97	\$42.28	\$52.64	\$63.53	\$53.00	\$41.49	\$51.65	\$62.35	50.27%
City of Fayetteville						\$53.00	\$34.78	\$41.73	\$53.00	52.39%
						\$ Difference	\$0.00	-\$6.71	-\$9.92	-\$9.35
						% Difference	0.0%	-19.3%	-23.8%	-17.6%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Dispatch Manager

Job Description and Qualifications:										
Oversee the 24-hour operation of an emergency response central dispatch center. Oversees policies and procedures, training programs and a three site simulcast radio system. Manage special projects, draft RFPs, negotiate contracts as assigned.										
Education						FLSA				
H.S. Diploma						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
3 years						Police - Dispatch (670)				
Certificates & Licenses										
ACIC Level I and II NIMS Training Requirements										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$29.32	\$25.10	\$32.20	\$39.31	\$29.76	\$25.48	\$32.69	\$39.90	56.59%
Conway, AR	Below	\$20.99	\$16.79	\$20.99	\$25.19	\$21.09	\$16.88	\$21.09	\$25.31	49.94%
Fort Smith, AR										
Jonesboro, AR	Match	\$39.81	\$31.85	\$39.81	\$47.78	\$41.62	\$33.30	\$41.62	\$49.95	50.00%
Little Rock, AR										
North Little Rock, AR	Match	\$39.62	\$31.69	\$39.62	\$47.54	\$38.60	\$30.88	\$38.60	\$46.32	50.00%
Rogers, AR	Match	\$30.02	\$24.09	\$30.12	\$37.65	\$30.47	\$24.46	\$30.57	\$38.21	56.21%
Springdale, AR	Match	\$24.55	\$20.78	\$25.81	\$30.85	\$24.92	\$21.09	\$26.20	\$31.31	48.46%
Lawrence, KS										
Manhattan, KS										
Blue Springs, MO	Match	\$38.46	\$30.76	\$38.46	\$46.15	\$34.74	\$27.79	\$34.74	\$41.69	50.02%
Columbia, MO	Match	\$32.24	\$25.80	\$32.24	\$38.69	\$30.76	\$24.61	\$30.76	\$36.92	50.02%
Florissant, MO										
O'Fallon, MO	Match	\$29.40	\$20.30	\$24.85	\$29.40	\$27.45	\$18.96	\$23.20	\$27.45	44.78%
Springfield, MO										
St. Joseph, MO	Match	\$37.01	\$30.84	\$37.01	\$44.41	\$36.06	\$30.05	\$36.06	\$43.27	43.99%
Broken Arrow, OK	Match	\$32.38	\$21.28	\$26.57	\$32.38	\$31.88	\$20.95	\$26.16	\$31.88	52.17%
Edmond, OK	Match	\$32.84	\$26.27	\$32.84	\$39.41	\$31.34	\$25.07	\$31.34	\$37.60	49.98%
Midwest City, OK	Match	\$42.72	\$34.87	\$42.72	\$50.56	\$41.62	\$33.98	\$41.62	\$49.27	45.00%
Norman, OK	Match	\$38.07	\$31.41	\$38.07	\$44.73	\$37.87	\$31.25	\$37.87	\$44.49	42.37%
Stillwater, OK	Below	\$23.99	\$20.09	\$23.99	\$28.64	\$23.38	\$19.58	\$23.38	\$27.91	42.54%
CompAnalyst-72703, AR	Match	\$38.46	\$30.77	\$38.46	\$46.15	\$39.03	\$31.23	\$39.03	\$46.84	49.98%
DOL - NWA, AR	Match	\$39.24	\$31.77	\$39.71	\$47.65	\$39.83	\$32.24	\$40.30	\$48.36	50.00%
NOARK, AR	Match	\$39.91	\$30.90	\$38.01	\$45.62	\$40.51	\$31.36	\$38.58	\$46.30	47.64%
AVERAGES		\$33.84	\$26.96	\$33.42	\$40.12	\$33.39	\$26.62	\$32.99	\$39.61	48.80%
City of Fayetteville						\$39.55	\$25.95	\$31.14	\$39.55	52.41%
						\$ Difference	\$6.17	-\$0.67	-\$1.85	-\$0.06
						% Difference	15.6%	-2.6%	-5.9%	-0.2%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Dispatcher

Job Description and Qualifications:										
Operate complex communication equipment including a radio console, mobile and portable radio, satellite phone, recorder equipment, fire alarm panel, alerting systems, and other related equipment to dispatch Police, Fire and 911 calls. Monitor public safe										
Education						FLSA				
H.S. Diploma						Non-Exempt				
Related Experience						Supervisory Position				
1 year of Public Safety Dispatch						Non-Supervisory				
Management Experience						Department				
						Police - Dispatch (670)				
Certificates & Licenses										
ACIC Basic and Advanced Certification										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$19.29	\$15.65	\$19.29	\$22.93	\$19.58	\$15.88	\$19.58	\$23.27	46.54%
Conway, AR	Match	\$14.31	\$11.45	\$14.31	\$17.17	\$14.38	\$11.50	\$14.38	\$17.25	50.00%
Fort Smith, AR	Match	\$18.31	\$15.15	\$18.31	\$21.46	\$19.14	\$15.84	\$19.14	\$22.44	41.67%
Jonesboro, AR	Match	\$17.94	\$14.35	\$17.94	\$21.53	\$18.76	\$15.00	\$18.76	\$22.51	50.07%
Little Rock, AR	Match	\$14.80	\$14.80	\$18.79	\$22.79	\$14.42	\$14.42	\$18.31	\$22.21	54.02%
North Little Rock, AR	Match	\$19.55	\$14.08	\$18.16	\$21.56	\$19.05	\$13.72	\$17.70	\$21.01	53.13%
Rogers, AR	Match	\$15.69	\$12.95	\$16.19	\$20.24	\$15.92	\$13.15	\$16.43	\$20.54	56.20%
Springdale, AR	Match	\$15.24	\$14.21	\$17.65	\$21.09	\$15.47	\$14.42	\$17.91	\$21.41	48.47%
Lawrence, KS										
Manhattan, KS										
Blue Springs, MO	Match	\$16.81	\$13.45	\$16.81	\$20.17	\$15.19	\$12.15	\$15.19	\$18.22	49.96%
Columbia, MO	Match	\$16.42	\$13.69	\$16.42	\$19.16	\$15.67	\$13.06	\$15.67	\$18.28	39.97%
Florissant, MO	Match	\$18.48	\$14.78	\$18.48	\$22.18	\$16.88	\$13.51	\$16.88	\$20.26	49.96%
O'Fallon, MO	Match	\$20.23	\$17.50	\$21.43	\$25.36	\$18.89	\$16.34	\$20.01	\$23.68	44.92%
Springfield, MO	Match	\$17.32	\$13.86	\$17.32	\$20.79	\$17.23	\$13.79	\$17.23	\$20.68	49.96%
St. Joseph, MO	Match	\$19.49	\$16.24	\$19.49	\$23.39	\$18.99	\$15.82	\$18.99	\$22.79	44.06%
Broken Arrow, OK	Match	\$18.25	\$15.06	\$18.81	\$22.91	\$17.96	\$14.83	\$18.52	\$22.56	52.12%
Edmond, OK	Match	\$17.00	\$17.00	\$21.25	\$25.50	\$16.22	\$16.22	\$20.27	\$24.33	50.00%
Midwest City, OK	Match	\$23.05	\$17.87	\$23.05	\$28.23	\$22.46	\$17.41	\$22.46	\$27.51	58.01%
Norman, OK	Match	\$20.85	\$17.14	\$20.77	\$24.41	\$20.74	\$17.05	\$20.66	\$24.28	42.40%
Stillwater, OK	Match	\$20.69	\$17.32	\$20.69	\$24.71	\$20.16	\$16.88	\$20.16	\$24.08	42.65%
CompAnalyst-72703, AR	Match	\$15.34	\$12.15	\$15.19	\$18.23	\$15.57	\$12.34	\$15.42	\$18.50	49.92%
DOL - NWA, AR	Match	\$15.87	\$12.43	\$15.53	\$18.64	\$16.11	\$12.61	\$15.77	\$18.92	50.04%
NOARK, AR	Match	\$15.85	\$14.00	\$17.20	\$20.55	\$16.09	\$14.21	\$17.46	\$20.86	46.80%
AVERAGES		\$17.76	\$14.78	\$18.32	\$21.95	\$17.49	\$14.55	\$18.04	\$21.62	48.55%
City of Fayetteville						\$13.51	\$13.49	\$16.18	\$20.55	52.34%
						\$ Difference	-\$3.98	-\$1.06	-\$1.86	-\$1.07
						% Difference	-29.5%	-7.9%	-11.5%	-5.2%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

District Court Administrator

Job Description and Qualifications:										
Oversee clerical support activities relating to the administration of legal processes and procedures. Maintain the Judge's calendar and prepare daily schedule. Act as a liaison between the Judge and a variety of departments and agencies.										
Education						FLSA				
H.S. Diploma or GED						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
2 years						District Court (380)				
Certificates & Licenses										
Notary preferred										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$33.30	\$24.73	\$33.39	\$42.04	\$33.80	\$25.10	\$33.89	\$42.67	70.00%
Conway, AR	Match	\$25.71	\$20.57	\$25.71	\$30.86	\$25.84	\$20.67	\$25.84	\$31.01	50.02%
Fort Smith, AR	Match	\$34.22	\$26.60	\$34.22	\$41.84	\$35.78	\$27.81	\$35.78	\$43.74	57.28%
Jonesboro, AR	Below	\$17.94	\$14.35	\$17.94	\$21.53	\$18.76	\$15.00	\$18.76	\$22.51	50.07%
Little Rock, AR	Match	\$29.11	\$21.30	\$27.05	\$32.80	\$28.37	\$20.75	\$26.36	\$31.96	54.02%
North Little Rock, AR										
Rogers, AR	Match	\$25.17	\$22.16	\$27.70	\$34.62	\$25.55	\$22.49	\$28.11	\$35.14	56.25%
Springdale, AR	Above	\$25.72	\$19.74	\$24.52	\$29.31	\$26.11	\$20.03	\$24.89	\$29.75	48.53%
Lawrence, KS	Match	\$32.15	\$26.25	\$32.15	\$38.06	\$31.00	\$25.31	\$31.00	\$36.70	45.00%
Manhattan, KS	Match	\$29.28	\$27.27	\$35.28	\$43.29	\$28.53	\$26.57	\$34.38	\$42.18	58.75%
Blue Springs, MO	Match	\$23.44	\$18.76	\$23.44	\$28.13	\$21.17	\$16.95	\$21.17	\$25.41	49.91%
Columbia, MO	Match	\$29.31	\$23.45	\$29.31	\$35.18	\$27.97	\$22.37	\$27.97	\$33.56	50.02%
Florissant, MO	Match	\$25.09	\$20.07	\$25.09	\$30.11	\$22.92	\$18.34	\$22.92	\$27.50	49.95%
O'Fallon, MO	Match	\$34.94	\$25.98	\$31.80	\$37.63	\$32.63	\$24.26	\$29.70	\$35.14	44.85%
Springfield, MO	Match	\$36.15	\$28.92	\$36.15	\$43.38	\$35.96	\$28.77	\$35.96	\$43.15	49.98%
St. Joseph, MO	Match	\$27.65	\$23.04	\$27.65	\$33.18	\$26.94	\$22.45	\$26.94	\$32.33	44.01%
Broken Arrow, OK										
Edmond, OK										
Midwest City, OK										
Norman, OK										
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$27.81	\$21.24	\$26.55	\$31.86	\$28.23	\$21.56	\$26.95	\$32.34	50.00%
DOL - NWA, AR	Match	\$27.86	\$22.06	\$27.58	\$33.10	\$28.28	\$22.40	\$27.99	\$33.59	49.96%
NOARK, AR	Match	\$31.63	\$23.59	\$29.49	\$35.38	\$32.11	\$23.94	\$29.93	\$35.92	50.04%
AVERAGES		\$28.69	\$22.78	\$28.61	\$34.57	\$28.33	\$22.49	\$28.25	\$34.14	51.84%
City of Fayetteville						\$34.17	\$22.42	\$26.90	\$34.17	52.41%
\$ Difference						\$5.84	-\$0.07	-\$1.35	\$0.03	
% Difference						17.1%	-0.3%	-5.0%	0.1%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Economic Vitality Director

Job Description and Qualifications:										
Develop and oversee the City's vitality efforts including managing strategies, plans, programs and contractors to support new and existing businesses. Responsible for developing and overseeing business incentive programs.										
Education						FLSA				
Bachelor's Degree in related field. Master's preferred						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
3 years						Mayor/Executive (500)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$32.59	\$26.72	\$36.05	\$45.40	\$33.08	\$27.12	\$36.60	\$46.08	69.91%
Conway, AR										
Fort Smith, AR										
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR										
Rogers, AR	Match	\$30.57	\$26.03	\$32.54	\$40.68	\$31.03	\$26.42	\$33.03	\$41.29	56.28%
Springdale, AR										
Lawrence, KS	Match	\$36.01	\$29.40	\$36.01	\$42.63	\$34.73	\$28.35	\$34.73	\$41.10	44.97%
Manhattan, KS										
Blue Springs, MO	Match	\$33.44	\$26.75	\$33.44	\$40.13	\$30.21	\$24.17	\$30.21	\$36.25	49.98%
Columbia, MO	Match	\$38.55	\$30.24	\$38.55	\$46.87	\$36.78	\$28.85	\$36.78	\$44.71	54.97%
Florissant, MO	Match	\$30.36	\$24.29	\$30.36	\$36.43	\$27.73	\$22.19	\$27.73	\$33.28	49.98%
O'Fallon, MO	Match	\$43.64	\$40.52	\$46.84	\$53.17	\$40.75	\$37.84	\$43.74	\$49.65	31.21%
Springfield, MO										
St. Joseph, MO	Match	\$32.93	\$27.45	\$32.93	\$39.52	\$32.09	\$26.74	\$32.09	\$38.51	44.02%
Broken Arrow, OK	Match	\$41.44	\$33.19	\$41.44	\$50.50	\$40.80	\$32.67	\$40.80	\$49.72	52.19%
Edmond, OK										
Midwest City, OK	Match	\$47.68	\$38.92	\$47.68	\$56.43	\$46.45	\$37.92	\$46.45	\$54.99	45.02%
Norman, OK										
Stillwater, OK	Match	\$29.71	\$23.77	\$29.71	\$35.65	\$28.95	\$23.16	\$28.95	\$34.74	50.00%
CompAnalyst-72703, AR	Match	\$40.34	\$30.73	\$38.41	\$46.10	\$40.94	\$31.19	\$38.99	\$46.79	50.02%
DOL - NWA, AR	Match	\$44.67	\$35.74	\$44.67	\$53.60	\$45.34	\$36.27	\$45.34	\$54.41	50.01%
NOARK, AR	Match	\$38.28	\$30.27	\$37.84	\$45.41	\$38.85	\$30.73	\$38.41	\$46.09	49.98%
AVERAGES		\$37.16	\$30.29	\$37.61	\$45.18	\$36.27	\$29.54	\$36.70	\$44.12	49.32%
City of Fayetteville						VACANT	\$27.25	\$32.70	\$41.53	
						\$ Difference	-\$2.29	-\$4.00	-\$2.59	
						% Difference	-8.4%	-12.2%	-6.2%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Equipment Mechanic I

Job Description and Qualifications:										
This position is an entry level mechanic position requiring some training and experience on a variety of automotive, utility and construction equipment. Performs maintenance and minor repair on a routine, preventative and corrective basis for vehicles and										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
1 year						Non-Supervisory				
Management Experience						Department				
						Fleet (410)				
Certificates & Licenses										
Class "B" CDL preferred										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$21.02	\$16.82	\$21.02	\$25.22	\$21.34	\$17.07	\$21.34	\$25.60	49.97%
Conway, AR	Below	\$13.52	\$10.82	\$13.52	\$16.22	\$13.58	\$10.87	\$13.58	\$16.30	49.95%
Fort Smith, AR	Match	\$14.23	\$11.77	\$14.23	\$16.71	\$14.88	\$12.30	\$14.88	\$17.47	42.03%
Jonesboro, AR	Match	\$18.84	\$15.07	\$18.84	\$22.60	\$19.69	\$15.75	\$19.69	\$23.63	50.03%
Little Rock, AR										
North Little Rock, AR	Match	\$17.57	\$13.91	\$17.57	\$22.18	\$17.12	\$13.56	\$17.12	\$21.61	59.37%
Rogers, AR	Match	\$15.68	\$11.98	\$14.98	\$18.72	\$15.91	\$12.16	\$15.20	\$19.00	56.25%
Springdale, AR	Match	\$13.97	\$12.13	\$15.07	\$18.01	\$14.18	\$12.31	\$15.30	\$18.28	48.50%
Lawrence, KS	Match	\$19.90	\$16.38	\$19.90	\$23.42	\$19.19	\$15.79	\$19.19	\$22.59	43.07%
Manhattan, KS	Match	\$18.41	\$16.71	\$21.53	\$26.35	\$17.94	\$16.28	\$20.98	\$25.68	57.74%
Blue Springs, MO	Match	\$18.52	\$14.82	\$18.52	\$22.23	\$16.73	\$13.39	\$16.73	\$20.08	49.96%
Columbia, MO	Match	\$19.59	\$15.99	\$19.59	\$23.19	\$18.69	\$15.26	\$18.69	\$22.12	44.95%
Florissant, MO	Match	\$18.31	\$14.64	\$18.31	\$21.97	\$16.72	\$13.38	\$16.72	\$20.07	50.00%
O'Fallon, MO										
Springfield, MO										
St. Joseph, MO	Match	\$20.66	\$17.22	\$20.66	\$24.80	\$20.13	\$16.78	\$20.13	\$24.16	43.98%
Broken Arrow, OK	Match	\$18.45	\$16.62	\$20.76	\$25.29	\$18.17	\$16.36	\$20.44	\$24.90	52.20%
Edmond, OK	Match	\$19.12	\$17.00	\$21.25	\$25.50	\$18.24	\$16.22	\$20.27	\$24.33	50.00%
Midwest City, OK	Match	\$16.65	\$12.90	\$16.65	\$20.39	\$16.22	\$12.57	\$16.22	\$19.87	58.07%
Norman, OK	Match	\$21.46	\$18.34	\$22.23	\$26.11	\$21.34	\$18.24	\$22.11	\$25.98	42.43%
Stillwater, OK	Match	\$19.50	\$16.33	\$19.50	\$23.29	\$19.00	\$15.91	\$19.00	\$22.69	42.61%
CompAnalyst-72703, AR	Match	\$17.05	\$13.60	\$17.00	\$20.41	\$17.30	\$13.81	\$17.26	\$20.71	49.96%
DOL - NWA, AR	Match	\$18.14	\$14.28	\$17.85	\$21.42	\$18.42	\$14.49	\$18.12	\$21.74	50.03%
NOARK, AR	Match	\$17.19	\$15.05	\$18.98	\$23.44	\$17.45	\$15.27	\$19.27	\$23.79	55.80%
AVERAGES		\$17.99	\$14.88	\$18.47	\$22.26	\$17.73	\$14.66	\$18.20	\$21.93	49.66%
City of Fayetteville						\$17.59	\$12.89	\$15.47	\$19.64	52.37%
						\$ Difference	-\$0.14	-\$1.77	-\$2.73	-\$2.29
						% Difference	-0.8%	-13.7%	-17.7%	-11.7%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Equipment Mechanic II

Job Description and Qualifications:										
This position is a journeyman level mechanic position requiring training and experience on a variety of automotive, utility and construction equipment. Perform diagnostic procedures regular maintenance and major repairs and rebuilds.										
Education						FLSA				
H.S. Diploma or GED and specialize auto repair training						Non-Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
						Fleet (410)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$24.50	\$19.60	\$24.50	\$29.40	\$24.87	\$19.89	\$24.87	\$29.84	50.03%
Conway, AR	Below	\$15.88	\$12.70	\$15.88	\$19.06	\$15.96	\$12.77	\$15.96	\$19.15	49.96%
Fort Smith, AR	Match	\$15.60	\$12.91	\$15.60	\$18.30	\$16.31	\$13.50	\$16.31	\$19.13	41.70%
Jonesboro, AR	Match	\$20.66	\$16.67	\$20.66	\$23.76	\$21.60	\$17.43	\$21.60	\$24.84	42.51%
Little Rock, AR										
North Little Rock, AR	Match	\$19.42	\$15.38	\$19.42	\$24.52	\$18.93	\$14.99	\$18.93	\$23.89	59.37%
Rogers, AR	Match	\$16.76	\$13.92	\$17.40	\$21.75	\$17.01	\$14.13	\$17.66	\$22.08	56.26%
Springdale, AR	Match	\$17.29	\$12.82	\$15.93	\$19.04	\$17.55	\$13.01	\$16.17	\$19.32	48.50%
Lawrence, KS	Match	\$22.29	\$18.35	\$22.29	\$26.23	\$21.49	\$17.69	\$21.49	\$25.30	43.02%
Manhattan, KS	Match	\$22.66	\$19.56	\$25.25	\$30.94	\$22.08	\$19.06	\$24.60	\$30.15	58.18%
Blue Springs, MO	Match	\$20.84	\$16.67	\$20.84	\$25.01	\$18.83	\$15.06	\$18.83	\$22.59	50.00%
Columbia, MO	Match	\$19.59	\$15.99	\$19.59	\$23.19	\$18.69	\$15.26	\$18.69	\$22.12	44.95%
Florissant, MO	Match	\$20.34	\$16.27	\$20.34	\$24.41	\$18.58	\$14.86	\$18.58	\$22.30	50.07%
O'Fallon, MO	Match	\$26.01	\$20.30	\$24.85	\$29.40	\$24.29	\$18.96	\$23.20	\$27.45	44.78%
Springfield, MO	Match	\$21.40	\$17.12	\$21.40	\$25.68	\$21.29	\$17.03	\$21.29	\$25.54	49.97%
St. Joseph, MO	Match	\$21.90	\$18.25	\$21.90	\$26.28	\$21.34	\$17.79	\$21.34	\$25.61	43.96%
Broken Arrow, OK										
Edmond, OK										
Midwest City, OK		\$17.93	\$13.90	\$17.93	\$21.96	\$17.47	\$13.54	\$17.47	\$21.39	57.98%
Norman, OK	Match	\$23.78	\$19.62	\$23.78	\$27.94	\$23.66	\$19.52	\$23.66	\$27.79	42.37%
Stillwater, OK	Match	\$20.69	\$17.32	\$20.69	\$24.71	\$20.16	\$16.88	\$20.16	\$24.08	42.65%
CompAnalyst-72703, AR	Match	\$18.94	\$15.12	\$18.89	\$22.67	\$19.23	\$15.34	\$19.18	\$23.01	50.00%
DOL - NWA, AR	Match	\$19.96	\$15.71	\$19.63	\$23.56	\$20.26	\$15.94	\$19.93	\$23.92	50.06%
NOARK, AR	Match	\$19.33	\$14.26	\$17.84	\$21.58	\$19.62	\$14.48	\$18.11	\$21.91	51.31%
AVERAGES		\$20.27	\$16.31	\$20.22	\$24.26	\$19.96	\$16.05	\$19.91	\$23.88	48.73%
City of Fayetteville						\$17.31	\$14.87	\$17.84	\$22.66	52.39%
						\$ Difference	-\$2.65	-\$1.18	-\$2.07	-\$1.22
						% Difference	-15.3%	-8.0%	-11.6%	-5.4%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Field Ops Supv-Transportation

Job Description and Qualifications:										
Provide supervision of sidewalk, street, drainage and trail construction programs. Visit work sites to inspect work in progress and ensure projects are completed properly and according to schedule. Respond to citizen and service requests; make independent										
Education						FLSA				
H.S. Diploma / GED and specialized training or additional classes						Non-Exempt				
Related Experience						Supervisory Position				
3 years						Supervisory Position				
Management Experience						Department				
1 year						Transportation (130)				
Certificates & Licenses										
Class "B" CDL										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Below	\$18.06	\$14.45	\$18.06	\$21.68	\$18.15	\$14.52	\$18.15	\$21.78	50.00%
Fort Smith, AR	Match	\$19.65	\$16.26	\$19.65	\$23.07	\$20.54	\$17.00	\$20.54	\$24.12	41.88%
Jonesboro, AR	Match	\$24.80	\$19.84	\$24.80	\$29.76	\$25.93	\$20.74	\$25.93	\$31.11	50.00%
Little Rock, AR										
North Little Rock, AR										
Rogers, AR	Match	\$23.85	\$18.76	\$23.46	\$29.32	\$24.21	\$19.05	\$23.81	\$29.76	56.22%
Springdale, AR										
Lawrence, KS										
Manhattan, KS										
Blue Springs, MO	Match	\$23.44	\$18.76	\$23.44	\$28.13	\$21.17	\$16.95	\$21.17	\$25.41	49.91%
Columbia, MO	Match	\$26.68	\$21.75	\$26.68	\$31.54	\$25.45	\$20.75	\$25.45	\$30.09	45.01%
Florissant, MO	Match	\$22.76	\$18.21	\$22.76	\$27.32	\$20.79	\$16.63	\$20.79	\$24.95	50.03%
O'Fallon, MO	Match	\$30.89	\$22.40	\$27.43	\$32.45	\$28.84	\$20.92	\$25.61	\$30.30	44.84%
Springfield, MO	Match	\$22.44	\$17.95	\$22.44	\$26.93	\$22.32	\$17.86	\$22.32	\$26.79	50.00%
St. Joseph, MO	Match	\$27.65	\$23.04	\$27.65	\$33.18	\$26.94	\$22.45	\$26.94	\$32.33	44.01%
Broken Arrow, OK	Match	\$28.27	\$19.28	\$24.07	\$29.33	\$27.83	\$18.98	\$23.70	\$28.88	52.16%
Edmond, OK	Match	\$29.36	\$24.09	\$30.12	\$36.14	\$28.01	\$22.99	\$28.73	\$34.48	49.98%
Midwest City, OK										
Norman, OK	Match	\$38.35	\$26.93	\$32.64	\$38.35	\$38.14	\$26.79	\$32.47	\$38.14	42.37%
Stillwater, OK	Match	\$23.99	\$20.09	\$23.99	\$28.64	\$23.38	\$19.58	\$23.38	\$27.91	42.54%
CompAnalyst-72703, AR	Match	\$27.55	\$21.50	\$26.88	\$32.25	\$27.96	\$21.82	\$27.28	\$32.73	50.00%
DOL - NWA, AR	Match	\$28.36	\$21.62	\$27.03	\$32.43	\$28.79	\$21.95	\$27.43	\$32.92	49.98%
NOARK, AR	Match	\$30.53	\$24.02	\$30.02	\$36.03	\$30.99	\$24.38	\$30.47	\$36.57	50.00%
AVERAGES		\$26.27	\$20.53	\$25.36	\$30.39	\$25.85	\$20.20	\$24.95	\$29.90	48.03%
City of Fayetteville						\$22.64	\$18.07	\$21.68	\$27.54	52.41%
\$ Difference						-\$3.21	-\$2.13	-\$3.27	-\$2.36	
% Difference						-14.2%	-11.8%	-15.1%	-8.6%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Job Description and Qualifications:										
Assist with the coordination of planning the annual budget and work program within the Parks and Recreation Department. Assist with five-year capital improvement projects. Prepare and analyze monthly budget performance reports. Prepare correcting journal										
Education						FLSA				
H.S. Diploma / Bachelor's Degree preferred						Exempt				
Related Experience						Supervisory Position				
4 years / 2 years						Non-Supervisory				
Management Experience						Department				
						Parks (120)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$18.03	\$14.42	\$18.03	\$21.63	\$18.12	\$14.49	\$18.12	\$21.74	50.03%
Fort Smith, AR										
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR										
Rogers, AR	Match	\$25.17	\$18.76	\$23.46	\$29.32	\$25.55	\$19.05	\$23.81	\$29.76	56.22%
Springdale, AR										
Lawrence, KS										
Manhattan, KS										
Blue Springs, MO	Match	\$20.84	\$16.67	\$20.84	\$25.01	\$18.83	\$15.06	\$18.83	\$22.59	50.00%
Columbia, MO	Match	\$20.92	\$17.08	\$20.92	\$24.76	\$19.96	\$16.29	\$19.96	\$23.63	45.06%
Florissant, MO	Match	\$21.38	\$17.10	\$21.38	\$25.65	\$19.53	\$15.62	\$19.53	\$23.43	50.00%
O'Fallon, MO	Match	\$27.43	\$22.40	\$27.43	\$32.45	\$25.61	\$20.92	\$25.61	\$30.30	44.84%
Springfield, MO	Match	\$24.87	\$19.89	\$24.87	\$29.84	\$24.73	\$19.79	\$24.73	\$29.68	49.97%
St. Joseph, MO	Match	\$21.90	\$18.25	\$21.90	\$26.28	\$21.34	\$17.79	\$21.34	\$25.61	43.96%
Broken Arrow, OK										
Edmond, OK										
Midwest City, OK										
Norman, OK	Match	\$23.06	\$19.02	\$23.06	\$27.09	\$22.93	\$18.92	\$22.93	\$26.94	42.39%
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$20.36	\$15.96	\$19.95	\$23.94	\$20.67	\$16.20	\$20.25	\$24.30	50.00%
DOL - NWA, AR	Match	\$20.86	\$16.52	\$20.65	\$24.79	\$21.18	\$16.77	\$20.96	\$25.16	50.03%
NOARK, AR	Match	\$23.95	\$19.61	\$24.58	\$29.55	\$24.31	\$19.91	\$24.95	\$29.99	50.63%
AVERAGES		\$22.40	\$17.97	\$22.26	\$26.69	\$21.90	\$17.57	\$21.75	\$26.09	48.54%
City of Fayetteville						\$22.93	\$16.39	\$19.67	\$24.98	52.41%
						\$ Difference	\$1.03	-\$1.18	-\$2.08	-\$1.11
						% Difference	4.5%	-7.2%	-10.6%	-4.5%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Fire Chief

Job Description and Qualifications:										
Manage the daily operations of the fire department. Develop internal policies and operating procedures to maintain high levels of efficiency and compliance.										
Education						FLSA				
B.S. / B.A. in related field						Exempt				
Related Experience						Supervisory Position				
11 years						Supervisory Position				
Management Experience						Department				
9 years						Fire Department (700)				
Certificates & Licenses										
Firefighter, Fire Management, Fire Executive Management and Incident Command										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$50.75	\$36.05	\$46.03	\$56.00	\$51.51	\$36.59	\$46.72	\$56.84	55.34%
Conway, AR	Match	\$42.23	\$33.79	\$42.23	\$50.68	\$42.44	\$33.95	\$42.44	\$50.93	50.01%
Fort Smith, AR	Match	\$42.61	\$33.11	\$42.61	\$52.11	\$44.55	\$34.61	\$44.55	\$54.48	57.41%
Jonesboro, AR	Match	\$49.04	\$46.15	\$49.04	\$51.92	\$51.27	\$48.25	\$51.27	\$54.28	12.50%
Little Rock, AR	Match	\$55.59	\$43.77	\$55.59	\$67.40	\$54.16	\$42.65	\$54.16	\$65.68	54.00%
North Little Rock, AR	Match	\$48.32	\$38.66	\$48.32	\$57.99	\$47.08	\$37.67	\$47.08	\$56.50	49.99%
Rogers, AR	Match	\$51.74	\$45.41	\$56.77	\$70.96	\$52.52	\$46.09	\$57.62	\$72.02	56.26%
Springdale, AR	Match	\$49.40	\$35.13	\$43.91	\$52.69	\$50.14	\$35.65	\$44.57	\$53.48	50.01%
Lawrence, KS	Match	\$58.18	\$47.50	\$58.18	\$68.87	\$56.10	\$45.80	\$56.10	\$66.41	45.00%
Manhattan, KS	Match	\$51.98	\$39.95	\$51.98	\$64.00	\$50.64	\$38.93	\$50.64	\$62.36	60.18%
Blue Springs, MO										
Columbia, MO	Match	\$58.63	\$44.25	\$58.63	\$73.01	\$55.94	\$42.22	\$55.94	\$69.66	64.99%
Florissant, MO										
O'Fallon, MO										
Springfield, MO	Match	\$65.75	\$52.60	\$65.75	\$78.90	\$65.40	\$52.32	\$65.40	\$78.48	50.00%
St. Joseph, MO	Match	\$49.52	\$41.27	\$49.52	\$59.43	\$48.25	\$40.21	\$48.25	\$57.90	43.99%
Broken Arrow, OK	Match	\$55.03	\$46.14	\$55.03	\$68.57	\$54.18	\$45.43	\$54.18	\$67.51	48.60%
Edmond, OK	Match	\$67.87	\$49.36	\$61.70	\$74.04	\$64.76	\$47.10	\$58.87	\$70.64	49.98%
Midwest City, OK	Match	\$52.63	\$42.97	\$52.63	\$62.30	\$51.29	\$41.87	\$51.29	\$60.71	45.00%
Norman, OK	Match	\$63.16	\$45.25	\$54.84	\$64.43	\$62.83	\$45.01	\$54.55	\$64.08	42.37%
Stillwater, OK	Match	\$58.08	\$46.47	\$58.08	\$69.70	\$56.59	\$45.28	\$56.59	\$67.91	49.98%
CompAnalyst-72703, AR										
DOL - NWA, AR	Match	\$58.05	\$41.52	\$51.90	\$62.28	\$58.92	\$42.14	\$52.68	\$63.22	50.02%
NOARK, AR										
AVERAGES		\$54.13	\$42.60	\$52.78	\$63.44	\$53.61	\$42.20	\$52.26	\$62.79	48.81%
City of Fayetteville						\$52.74	\$36.52	\$43.82	\$55.65	52.38%
						\$ Difference	-\$0.87	-\$5.68	-\$8.44	-\$7.14
						% Difference	-1.6%	-15.5%	-19.3%	-12.8%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

GIS Analyst

Job Description and Qualifications:										
Develop and maintain maps and data downloader. This includes using and maintaining the ArcGIS server and ArcGIS online. Responsible for data collection and maintenance of all Public Works related infrastructure. Perform simple to complex spatial analysis										
Education						FLSA				
H.S. Diploma or GED Prefer B.S./ B.A. related field										
Related Experience						Supervisory Position				
5 years or 2 years with BS/BA						Non-Supervisory				
Management Experience						Department				
						Information Technologies (370)				
Certificates & Licenses										
Master's degree in GIS or related field and 2 years of experience										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$28.58	\$22.87	\$28.58	\$34.29	\$29.01	\$23.21	\$29.01	\$34.80	49.94%
Conway, AR	Match	\$20.31	\$16.25	\$20.31	\$24.37	\$20.41	\$16.33	\$20.41	\$24.49	49.97%
Fort Smith, AR	Match	\$28.11	\$21.85	\$28.11	\$34.35	\$29.39	\$22.84	\$29.39	\$35.91	57.22%
Jonesboro, AR										
Little Rock, AR	Match	\$25.36	\$18.24	\$23.16	\$28.08	\$24.71	\$17.77	\$22.57	\$27.36	53.97%
North Little Rock, AR	Below	\$18.71	\$15.13	\$18.39	\$22.36	\$18.23	\$14.75	\$17.92	\$21.79	47.73%
Rogers, AR	Match	\$22.24	\$17.80	\$22.24	\$27.81	\$22.58	\$18.06	\$22.58	\$28.22	56.26%
Springdale, AR										
Lawrence, KS	Match	\$25.63	\$21.10	\$25.63	\$30.17	\$24.72	\$20.34	\$24.72	\$29.09	43.02%
Manhattan, KS	Match	\$23.60	\$21.45	\$27.70	\$33.95	\$22.99	\$20.90	\$26.99	\$33.08	58.28%
Blue Springs, MO	Match	\$20.84	\$16.67	\$20.84	\$25.01	\$18.83	\$15.06	\$18.83	\$22.59	50.00%
Columbia, MO	Match	\$23.52	\$18.83	\$23.52	\$27.88	\$22.44	\$17.96	\$22.44	\$26.60	48.11%
Florissant, MO	Match	\$21.26	\$17.01	\$21.26	\$25.52	\$19.42	\$15.54	\$19.42	\$23.31	50.00%
O'Fallon, MO	Match	\$25.36	\$22.40	\$27.43	\$32.45	\$23.68	\$20.92	\$25.61	\$30.30	44.84%
Springfield, MO	Match	\$30.01	\$24.01	\$30.01	\$36.01	\$29.85	\$23.88	\$29.85	\$35.82	50.00%
St. Joseph, MO	Match	\$23.22	\$19.35	\$23.22	\$27.86	\$22.62	\$18.85	\$22.62	\$27.15	44.03%
Broken Arrow, OK	Match	\$25.29	\$20.25	\$25.29	\$30.82	\$24.90	\$19.94	\$24.90	\$30.34	52.16%
Edmond, OK	Match	\$32.84	\$26.27	\$32.84	\$39.41	\$31.34	\$25.07	\$31.34	\$37.60	49.98%
Midwest City, OK	Match	\$28.81	\$22.34	\$28.81	\$35.29	\$28.08	\$21.76	\$28.08	\$34.39	58.04%
Norman, OK	Match	\$30.22	\$24.94	\$30.22	\$35.51	\$30.06	\$24.80	\$30.06	\$35.32	42.42%
Stillwater, OK	Match	\$28.64	\$23.99	\$28.64	\$34.21	\$27.91	\$23.38	\$27.91	\$33.33	42.56%
CompAnalyst-72703, AR	Match	\$24.13	\$19.12	\$23.89	\$28.67	\$24.50	\$19.40	\$24.25	\$29.10	50.00%
DOL - NWA, AR	Match	\$24.90	\$20.38	\$25.48	\$30.57	\$25.28	\$20.69	\$25.86	\$31.03	49.98%
NOARK, AR	Match	\$23.79	\$19.75	\$24.47	\$29.73	\$24.15	\$20.05	\$24.84	\$30.18	50.52%
AVERAGES		\$25.24	\$20.45	\$25.46	\$30.65	\$24.78	\$20.07	\$24.98	\$30.08	49.90%
City of Fayetteville						\$22.30	\$21.35	\$25.62	\$32.54	52.41%
\$ Difference						-\$2.48	\$1.28	\$0.64	\$2.46	
% Difference						-11.1%	6.0%	2.5%	7.6%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

GIS Coordinator

Job Description and Qualifications:										
Supervise the collection and assignment of addresses and other geographical information critical for E 911 dispatchers and other emergency service related geography. Manage the City's GIS website and mobile mapping applications. Supervise GIS modeling o										
Education						FLSA				
B.S./B.A Degree in GIS or related field						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
2 years						Information Technologies (370)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$30.88	\$24.70	\$30.88	\$37.05	\$31.34	\$25.07	\$31.34	\$37.61	50.02%
Conway, AR	Match	\$22.57	\$18.05	\$22.57	\$27.08	\$22.68	\$18.14	\$22.68	\$27.21	50.00%
Fort Smith, AR										
Jonesboro, AR	Match	\$27.39	\$21.91	\$27.39	\$32.87	\$28.63	\$22.91	\$28.63	\$34.36	49.98%
Little Rock, AR										
North Little Rock, AR										
Rogers, AR										
Springdale, AR	Match	\$27.53	\$22.16	\$27.53	\$32.90	\$27.94	\$22.49	\$27.94	\$33.40	48.51%
Lawrence, KS	Match	\$36.01	\$29.40	\$36.01	\$42.63	\$34.73	\$28.35	\$34.73	\$41.10	44.97%
Manhattan, KS	Match	\$27.12	\$23.66	\$30.59	\$37.51	\$26.43	\$23.06	\$29.80	\$36.55	58.50%
Blue Springs, MO	Match	\$23.44	\$18.76	\$23.44	\$28.13	\$21.17	\$16.95	\$21.17	\$25.41	49.91%
Columbia, MO	Match	\$32.67	\$25.75	\$32.67	\$38.64	\$31.17	\$24.57	\$31.17	\$36.87	50.06%
Florissant, MO										
O'Fallon, MO	Match	\$38.57	\$30.13	\$35.71	\$41.28	\$36.02	\$28.14	\$33.34	\$38.55	36.99%
Springfield, MO	Match	\$39.36	\$31.49	\$39.36	\$47.23	\$39.15	\$31.32	\$39.15	\$46.98	50.00%
St. Joseph, MO	Match	\$31.07	\$25.89	\$31.07	\$37.28	\$30.27	\$25.23	\$30.27	\$36.33	44.00%
Broken Arrow, OK	Match	\$24.07	\$19.28	\$24.07	\$29.33	\$23.70	\$18.98	\$23.70	\$28.88	52.16%
Edmond, OK	Match	\$29.36	\$24.09	\$30.12	\$36.14	\$28.01	\$22.99	\$28.73	\$34.48	49.98%
Midwest City, OK	Match	\$36.52	\$29.81	\$36.52	\$43.23	\$35.58	\$29.05	\$35.58	\$42.12	44.99%
Norman, OK										
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$31.97	\$25.04	\$31.30	\$37.56	\$32.45	\$25.41	\$31.77	\$38.12	50.02%
DOL - NWA, AR	Match	\$33.20	\$27.18	\$33.97	\$40.76	\$33.70	\$27.58	\$34.48	\$41.37	50.00%
NOARK, AR	Match	\$36.99	\$29.59	\$36.99	\$44.39	\$37.55	\$30.04	\$37.55	\$45.05	49.97%
AVERAGES		\$31.10	\$25.11	\$31.19	\$37.29	\$30.62	\$24.72	\$30.71	\$36.73	48.57%
City of Fayetteville						\$33.70	\$22.42	\$26.90	\$34.17	52.41%
\$ Difference						\$3.08	-\$2.30	-\$3.81	-\$2.56	
% Difference						9.1%	-10.3%	-14.2%	-7.5%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

GIS Technician

Job Description and Qualifications:										
Develop and maintain an accurate and current pavement center-line database, land records system, address location system, water/sewer and storm water utility database and GIS information.										
Education						FLSA				
H.S. Diploma or GED and 2 Years College						Non-Exempt				
Related Experience						Supervisory Position				
3 years						Non-Supervisory				
Management Experience						Department				
						Information Technologies (370)				
Certificates & Licenses										
Bachelor's Degree in GIS or related field and 1 year of experience										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$22.69	\$18.15	\$22.69	\$27.22	\$23.03	\$18.42	\$23.03	\$27.63	50.00%
Conway, AR	Match	\$18.28	\$14.62	\$18.28	\$21.93	\$18.37	\$14.69	\$18.37	\$22.04	50.03%
Fort Smith, AR										
Jonesboro, AR										
Little Rock, AR	Match	\$17.91	\$15.94	\$19.12	\$22.31	\$17.45	\$15.53	\$18.63	\$21.74	39.99%
North Little Rock, AR										
Rogers, AR	Match	\$21.26	\$16.83	\$21.03	\$26.29	\$21.58	\$17.08	\$21.35	\$26.69	56.26%
Springdale, AR										
Lawrence, KS	Match	\$25.63	\$21.10	\$25.63	\$30.17	\$24.72	\$20.34	\$24.72	\$29.09	43.02%
Manhattan, KS	Match	\$20.51	\$19.56	\$25.25	\$30.94	\$19.98	\$19.06	\$24.60	\$30.15	58.18%
Blue Springs, MO	Match	\$20.84	\$16.67	\$20.84	\$25.01	\$18.83	\$15.06	\$18.83	\$22.59	50.00%
Columbia, MO	Match	\$20.92	\$17.59	\$20.92	\$24.76	\$19.96	\$16.78	\$19.96	\$23.62	40.76%
Florissant, MO	Match	\$19.34	\$15.47	\$19.34	\$23.21	\$17.67	\$14.13	\$17.67	\$21.20	50.04%
O'Fallon, MO	Match	\$25.98	\$20.30	\$24.85	\$29.40	\$24.26	\$18.96	\$23.20	\$27.45	44.78%
Springfield, MO	Match	\$30.01	\$24.01	\$30.01	\$36.01	\$29.85	\$23.88	\$29.85	\$35.82	50.00%
St. Joseph, MO	Match	\$20.66	\$17.22	\$20.66	\$24.80	\$20.13	\$16.78	\$20.13	\$24.16	43.98%
Broken Arrow, OK										
Edmond, OK										
Midwest City, OK	Match	\$21.77	\$16.88	\$21.77	\$26.66	\$21.21	\$16.44	\$21.21	\$25.98	58.03%
Norman, OK										
Stillwater, OK	Match	\$19.50	\$16.33	\$19.50	\$23.29	\$19.00	\$15.91	\$19.00	\$22.69	42.61%
CompAnalyst-72703, AR	Match	\$19.95	\$16.21	\$20.26	\$24.32	\$20.25	\$16.45	\$20.57	\$24.68	50.03%
DOL - NWA, AR	Match	\$22.41	\$18.34	\$22.93	\$27.51	\$22.75	\$18.62	\$23.27	\$27.93	50.00%
NOARK, AR	Match	\$21.41	\$17.62	\$22.02	\$26.43	\$21.73	\$17.88	\$22.35	\$26.82	50.00%
AVERAGES		\$21.71	\$17.81	\$22.06	\$26.49	\$21.22	\$17.41	\$21.57	\$25.90	48.74%
City of Fayetteville						\$20.98	\$16.39	\$19.67	\$24.98	52.41%
						\$ Difference	-\$0.24	-\$1.02	-\$1.90	-\$0.92
						% Difference	-1.2%	-6.2%	-9.7%	-3.7%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Human Resources Director

Job Description and Qualifications:										
Management and oversight for City's Human Resources Department. Creation and interpretation of the City's HR policies. HR Functional management of employee compensation, benefits, recruitment, retention, personnel records, EEOC charges, EEO compliance, F										
Education						FLSA				
Bachelor's Degree in HR Mgmt. or related field. Labor - Employment Law Degree Preferred						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
3 years						Human Resources (390)				
Certificates & Licenses										
Professional HR Certification Desirable										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$44.01	\$26.71	\$36.05	\$45.40	\$44.67	\$27.11	\$36.60	\$46.08	69.97%
Conway, AR	Match	\$37.10	\$29.68	\$37.10	\$44.52	\$37.28	\$29.83	\$37.28	\$44.74	49.98%
Fort Smith, AR	Match	\$39.83	\$30.96	\$39.83	\$48.69	\$41.64	\$32.37	\$41.64	\$50.90	57.24%
Jonesboro, AR	Match	\$39.81	\$31.85	\$39.81	\$47.78	\$41.62	\$33.30	\$41.62	\$49.95	50.00%
Little Rock, AR	Match	\$53.33	\$41.99	\$53.33	\$64.67	\$51.97	\$40.92	\$51.97	\$63.02	54.01%
North Little Rock, AR	Match	\$40.61	\$32.48	\$40.61	\$48.73	\$39.57	\$31.65	\$39.57	\$47.48	50.02%
Rogers, AR	Match	\$40.01	\$37.66	\$47.08	\$58.85	\$40.61	\$38.23	\$47.78	\$59.73	56.24%
Springdale, AR	Match	\$35.24	\$27.69	\$34.41	\$41.12	\$35.77	\$28.11	\$34.92	\$41.74	48.49%
Lawrence, KS	Match	\$40.33	\$32.93	\$40.33	\$47.74	\$38.89	\$31.75	\$38.89	\$46.04	45.01%
Manhattan, KS	Match	\$49.38	\$38.10	\$49.38	\$60.65	\$48.11	\$37.12	\$48.11	\$59.10	59.21%
Blue Springs, MO	Match	\$38.46	\$30.76	\$38.46	\$46.15	\$34.74	\$27.79	\$34.74	\$41.69	50.02%
Columbia, MO	Match	\$58.63	\$44.25	\$58.63	\$73.01	\$55.94	\$42.22	\$55.94	\$69.66	64.99%
Florissant, MO										
O'Fallon, MO	Below	\$36.35	\$30.13	\$36.35	\$42.58	\$33.95	\$28.14	\$33.95	\$39.76	41.29%
Springfield, MO	Match	\$59.21	\$47.37	\$59.21	\$71.06	\$58.90	\$47.12	\$58.90	\$70.68	50.00%
St. Joseph, MO	Match	\$41.58	\$34.65	\$41.58	\$49.90	\$40.51	\$33.76	\$40.51	\$48.62	44.02%
Broken Arrow, OK	Match	\$57.69	\$48.91	\$58.33	\$72.69	\$56.80	\$48.16	\$57.43	\$71.56	48.59%
Edmond, OK	Match	\$52.89	\$47.01	\$58.76	\$70.52	\$50.46	\$44.85	\$56.07	\$67.28	50.01%
Midwest City, OK	Match	\$47.68	\$38.92	\$47.68	\$56.43	\$46.45	\$37.92	\$46.45	\$54.99	45.02%
Norman, OK	Match	\$51.30	\$42.33	\$51.30	\$60.27	\$51.03	\$42.11	\$51.03	\$59.95	42.37%
Stillwater, OK	Match	\$46.05	\$36.84	\$46.05	\$55.26	\$44.87	\$35.90	\$44.87	\$53.85	50.00%
CompAnalyst-72703, AR	Match	\$57.84	\$41.64	\$52.05	\$62.46	\$58.70	\$42.27	\$52.83	\$63.40	49.99%
DOL - NWA, AR	Match	\$57.37	\$45.58	\$56.98	\$68.38	\$58.23	\$46.27	\$57.83	\$69.40	49.99%
NOARK, AR	Match	\$50.98	\$39.61	\$50.43	\$61.53	\$51.75	\$40.20	\$51.18	\$62.45	55.35%
AVERAGES		\$46.77	\$37.31	\$46.68	\$56.45	\$46.19	\$36.83	\$46.09	\$55.74	51.35%
City of Fayetteville						\$44.29	\$30.04	\$36.05	\$45.78	52.40%
						\$ Difference	-\$1.90	-\$6.79	-\$10.04	-\$9.96
						% Difference	-4.3%	-22.6%	-27.9%	-21.8%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Info Tech Director

Job Description and Qualifications:										
Responsible for day-to-day operations, maintenance, security and performance of the City's information technology infrastructure and applications, including GIS and Communications (telephony, VOIP, cell phones, wireless functionality).										
Education						FLSA				
B.S. / B.A. related field Prefer I.T. Degree						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
3 years						Information Technologies (370)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$52.96	\$31.15	\$42.05	\$52.96	\$53.75	\$31.62	\$42.69	\$53.75	69.99%
Conway, AR	Below	\$35.15	\$28.12	\$35.15	\$42.18	\$35.32	\$28.26	\$35.32	\$42.39	50.00%
Fort Smith, AR	Match	\$41.21	\$32.01	\$41.21	\$50.39	\$43.08	\$33.46	\$43.08	\$52.68	57.44%
Jonesboro, AR	Match	\$39.81	\$31.85	\$39.81	\$47.78	\$41.62	\$33.30	\$41.62	\$49.95	50.00%
Little Rock, AR	Match	\$57.69	\$41.99	\$53.33	\$64.67	\$56.22	\$40.92	\$51.97	\$63.02	54.01%
North Little Rock, AR	Match	\$34.42	\$27.53	\$34.42	\$41.30	\$33.53	\$26.83	\$33.53	\$40.24	49.98%
Rogers, AR	Match	\$41.62	\$37.66	\$47.08	\$58.85	\$42.24	\$38.23	\$47.78	\$59.73	56.24%
Springdale, AR	Match	\$38.93	\$31.14	\$38.93	\$46.72	\$39.51	\$31.61	\$39.51	\$47.42	50.02%
Lawrence, KS	Match	\$58.18	\$47.50	\$58.18	\$68.87	\$56.10	\$45.80	\$56.10	\$66.41	45.00%
Manhattan, KS	Match	\$40.75	\$31.48	\$40.76	\$50.03	\$39.71	\$30.67	\$39.71	\$48.75	58.95%
Blue Springs, MO	Match	\$44.22	\$35.38	\$44.22	\$53.07	\$39.95	\$31.96	\$39.95	\$47.94	50.00%
Columbia, MO	Match	\$58.63	\$44.25	\$58.63	\$73.01	\$55.94	\$42.22	\$55.94	\$69.66	64.99%
Florissant, MO										
O'Fallon, MO	Match	\$49.37	\$40.52	\$46.84	\$53.17	\$46.10	\$37.84	\$43.74	\$49.65	31.21%
Springfield, MO	Match	\$61.43	\$49.14	\$61.43	\$73.71	\$61.10	\$48.88	\$61.10	\$73.32	50.00%
St. Joseph, MO	Match	\$49.52	\$41.27	\$49.52	\$59.43	\$48.25	\$40.21	\$48.25	\$57.90	43.99%
Broken Arrow, OK	Match	\$48.91	\$48.91	\$58.33	\$72.69	\$48.16	\$48.16	\$57.43	\$71.56	48.59%
Edmond, OK	Match	\$58.76	\$47.01	\$58.76	\$70.52	\$56.07	\$44.85	\$56.07	\$67.28	50.01%
Midwest City, OK	Match	\$52.63	\$42.97	\$52.63	\$62.30	\$51.29	\$41.87	\$51.29	\$60.71	45.00%
Norman, OK	Match	\$51.78	\$42.33	\$51.78	\$61.24	\$51.51	\$42.11	\$51.51	\$60.91	44.64%
Stillwater, OK	Match	\$51.49	\$41.19	\$51.49	\$61.79	\$50.17	\$40.14	\$50.17	\$60.21	50.00%
CompAnalyst-72703, AR	Match	\$70.53	\$56.42	\$70.53	\$84.63	\$71.59	\$57.27	\$71.59	\$85.90	49.99%
DOL - NWA, AR	Match	\$68.46	\$56.46	\$70.58	\$84.69	\$69.48	\$57.31	\$71.63	\$85.96	49.99%
NOARK, AR	Match	\$52.19	\$42.77	\$53.46	\$64.15	\$52.97	\$43.41	\$54.26	\$65.11	49.99%
AVERAGES		\$50.38	\$40.39	\$50.40	\$60.79	\$49.72	\$39.87	\$49.75	\$60.02	50.55%
City of Fayetteville						\$45.78	\$30.04	\$36.05	\$45.78	52.40%
						\$ Difference	-\$3.94	-\$9.83	-\$13.70	-\$14.24
						% Difference	-8.6%	-32.7%	-38.0%	-31.1%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Infrastructure Manager

Job Description and Qualifications:										
Responsible for planning, directing and managing the activities of the IT staff. Ensures consistency of goals, policies, technical and administrative procedures and day-to-day operational required to deliver technology services. Administer City servers,										
Education						FLSA				
B.S. / B.A. Degree I.T.						Exempt				
Related Experience						Supervisory Position				
7 years						Supervisory Position				
Management Experience						Department				
3 years						Information Technologies (370)				
Certificates & Licenses										
CISCO desirable										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$30.42	\$24.33	\$30.42	\$36.50	\$30.57	\$24.45	\$30.57	\$36.68	50.02%
Fort Smith, AR	Match	\$38.42	\$29.86	\$38.42	\$46.99	\$40.17	\$31.22	\$40.17	\$49.13	57.37%
Jonesboro, AR	Match	\$29.46	\$23.57	\$29.46	\$35.35	\$30.80	\$24.64	\$30.80	\$36.96	50.00%
Little Rock, AR										
North Little Rock, AR	Match	\$30.36	\$24.28	\$30.36	\$36.43	\$29.58	\$23.66	\$29.58	\$35.49	50.00%
Rogers, AR	Match	\$32.75	\$26.03	\$32.54	\$40.68	\$33.24	\$26.42	\$33.03	\$41.29	56.28%
Springdale, AR										
Lawrence, KS										
Manhattan, KS										
Blue Springs, MO	Match	\$38.41	\$30.76	\$38.41	\$46.15	\$34.70	\$27.79	\$34.70	\$41.69	50.02%
Columbia, MO	Match	\$38.55	\$30.24	\$38.55	\$46.87	\$36.78	\$28.85	\$36.78	\$44.71	54.97%
Florissant, MO										
O'Fallon, MO	Match	\$37.63	\$25.98	\$31.80	\$37.63	\$35.14	\$24.26	\$29.70	\$35.14	44.85%
Springfield, MO	Match	\$40.03	\$32.03	\$40.03	\$48.04	\$39.82	\$31.86	\$39.82	\$47.78	49.97%
St. Joseph, MO	Match	\$32.93	\$27.45	\$32.93	\$39.52	\$32.09	\$26.74	\$32.09	\$38.51	44.02%
Broken Arrow, OK										
Edmond, OK	Match	\$42.39	\$33.91	\$42.39	\$50.87	\$40.45	\$32.36	\$40.45	\$48.54	50.00%
Midwest City, OK	Match	\$39.00	\$31.83	\$39.00	\$46.16	\$38.00	\$31.02	\$38.00	\$44.98	45.00%
Norman, OK										
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$43.83	\$33.31	\$41.64	\$49.97	\$44.49	\$33.81	\$42.26	\$50.72	50.01%
DOL - NWA, AR	Match	\$42.61	\$33.48	\$41.85	\$50.22	\$43.25	\$33.98	\$42.48	\$50.97	50.00%
NOARK, AR	Match	\$43.49	\$34.02	\$43.55	\$53.08	\$44.14	\$34.53	\$44.20	\$53.87	56.01%
AVERAGES		\$37.35	\$29.41	\$36.76	\$44.30	\$36.88	\$29.04	\$36.31	\$43.76	50.71%
City of Fayetteville						\$40.41	\$27.25	\$32.70	\$41.53	52.40%
						\$ Difference	\$3.53	-\$1.79	-\$3.61	-\$2.23
						% Difference	8.7%	-6.6%	-11.0%	-5.4%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Job Description and Qualifications:										
Review permit applications, drawings, and specifications for code and ordinance compliance. Inspect residential and commercial building during construction of new buildings, alternations, additions & repairs.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
3 years						Non-Supervisory				
Management Experience						Department				
						Building Safety (220)				
Certificates & Licenses										
ICC Certification AR State Plumbing, Electrical and Mechanical Inspection Lics.										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$24.50	\$19.60	\$24.50	\$29.40	\$24.87	\$19.89	\$24.87	\$29.84	50.03%
Conway, AR	Match	\$18.73	\$14.99	\$18.73	\$22.48	\$18.82	\$15.06	\$18.82	\$22.59	50.00%
Fort Smith, AR	Match	\$22.38	\$18.50	\$22.38	\$26.24	\$23.40	\$19.34	\$23.40	\$27.43	41.83%
Jonesboro, AR	Match	\$19.73	\$15.79	\$19.73	\$23.68	\$20.63	\$16.50	\$20.63	\$24.75	50.00%
Little Rock, AR										
North Little Rock, AR	Match	\$23.63	\$15.13	\$18.39	\$22.36	\$23.03	\$14.75	\$17.92	\$21.79	47.73%
Rogers, AR	Match	\$19.97	\$15.86	\$19.82	\$24.78	\$20.27	\$16.10	\$20.12	\$25.15	56.21%
Springdale, AR	Match	\$17.65	\$14.21	\$17.65	\$21.09	\$17.91	\$14.42	\$17.91	\$21.41	48.47%
Lawrence, KS	Match	\$25.63	\$21.10	\$25.63	\$30.17	\$24.72	\$20.34	\$24.72	\$29.09	43.02%
Manhattan, KS	Match	\$21.26	\$19.56	\$25.25	\$30.94	\$20.72	\$19.06	\$24.60	\$30.15	58.18%
Blue Springs, MO	Match	\$23.44	\$18.76	\$23.44	\$28.13	\$21.17	\$16.95	\$21.17	\$25.41	49.91%
Columbia, MO	Match	\$24.24	\$19.79	\$24.24	\$28.69	\$23.13	\$18.88	\$23.13	\$27.38	45.02%
Florissant, MO	Match	\$21.92	\$17.54	\$21.92	\$26.30	\$20.02	\$16.02	\$20.02	\$24.03	50.00%
O'Fallon, MO	Match	\$27.99	\$22.40	\$27.43	\$32.45	\$26.14	\$20.92	\$25.61	\$30.30	44.84%
Springfield, MO	Match	\$27.61	\$22.09	\$27.61	\$33.13	\$27.46	\$21.97	\$27.46	\$32.96	50.02%
St. Joseph, MO	Match	\$23.22	\$19.35	\$23.22	\$27.86	\$22.62	\$18.85	\$22.62	\$27.15	44.03%
Broken Arrow, OK	Match	\$22.93	\$19.28	\$24.07	\$30.82	\$22.58	\$18.98	\$23.70	\$30.34	59.85%
Edmond, OK	Match	\$24.07	\$20.27	\$25.34	\$30.41	\$22.97	\$19.34	\$24.18	\$29.01	50.00%
Midwest City, OK	Match	\$23.05	\$17.87	\$23.05	\$28.23	\$22.46	\$17.41	\$22.46	\$27.51	58.01%
Norman, OK	Match	\$30.22	\$24.94	\$30.22	\$35.51	\$30.06	\$24.80	\$30.06	\$35.32	42.42%
Stillwater, OK	Match	\$20.09	\$16.82	\$20.09	\$23.99	\$19.58	\$16.39	\$19.58	\$23.38	42.65%
CompAnalyst-72703, AR	Match	\$20.96	\$16.77	\$20.96	\$25.15	\$21.28	\$17.02	\$21.28	\$25.53	50.00%
DOL - NWA, AR	Match	\$23.68	\$18.71	\$23.38	\$28.06	\$24.04	\$18.99	\$23.73	\$28.48	49.97%
NOARK, AR	Match	\$21.44	\$18.01	\$22.52	\$27.02	\$21.77	\$18.28	\$22.85	\$27.43	50.05%
AVERAGES		\$22.97	\$18.58	\$23.02	\$27.69	\$22.59	\$18.27	\$22.65	\$27.24	49.06%
City of Fayetteville						\$24.40	\$16.39	\$19.67	\$24.98	52.41%
						\$ Difference	\$1.81	-\$1.88	-\$2.98	-\$2.26
						% Difference	7.4%	-11.5%	-15.1%	-9.0%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Internal Auditor

Job Description and Qualifications:										
The scope of internal audit encompasses the examination and evaluation of the adequacy and effectiveness of the City's governance, risk management process system of internal control structure and the quality of performance in carrying-out assigned respons										
Education						FLSA				
B.S. / B.A. Accounting , Finance or related field						Exempt				
Related Experience						Supervisory Position				
5 years with 2 years of Auditing						Non-Supervisory				
Management Experience						Department				
						Internal Audit (315)				
Certificates & Licenses										
Prefer one of the following: Certified Internal Auditor, Certified Information Systems Audit or Certified Fraud Ex										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$27.29	\$21.83	\$27.29	\$32.74	\$27.42	\$21.94	\$27.42	\$32.90	49.95%
Fort Smith, AR	Match	\$37.04	\$28.77	\$37.04	\$45.29	\$38.72	\$30.08	\$38.72	\$47.35	57.41%
Jonesboro, AR										
Little Rock, AR	Match	\$29.49	\$19.05	\$24.19	\$29.33	\$28.74	\$18.56	\$23.57	\$28.58	53.99%
North Little Rock, AR										
Rogers, AR	Match	\$38.46	\$29.91	\$37.39	\$46.73	\$39.04	\$30.36	\$37.95	\$47.43	56.23%
Springdale, AR										
Lawrence, KS	Match	\$46.38	\$37.86	\$46.38	\$54.90	\$44.73	\$36.51	\$44.73	\$52.94	45.00%
Manhattan, KS	Match	\$38.98	\$30.02	\$38.87	\$47.72	\$37.98	\$29.25	\$37.87	\$46.50	58.97%
Blue Springs, MO	Match	\$33.44	\$26.75	\$33.44	\$40.13	\$30.21	\$24.17	\$30.21	\$36.25	49.98%
Columbia, MO	Match	\$26.48	\$21.61	\$26.48	\$31.34	\$25.26	\$20.62	\$25.26	\$29.90	45.00%
Florissant, MO										
O'Fallon, MO	Match	\$37.63	\$33.26	\$39.55	\$45.84	\$35.14	\$31.06	\$36.93	\$42.81	37.83%
Springfield, MO										
St. Joseph, MO	Match	\$27.65	\$23.04	\$27.65	\$33.18	\$26.94	\$22.45	\$26.94	\$32.33	44.01%
Broken Arrow, OK										
Edmond, OK										
Midwest City, OK										
Norman, OK										
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$28.65	\$22.69	\$28.37	\$34.04	\$29.08	\$23.03	\$28.79	\$34.55	50.02%
DOL - NWA, AR	Match	\$30.52	\$22.25	\$27.81	\$33.37	\$30.98	\$22.58	\$28.23	\$33.87	50.00%
NOARK, AR	Match	\$39.23	\$30.72	\$38.40	\$46.08	\$39.82	\$31.18	\$38.97	\$46.77	50.00%
AVERAGES		\$33.94	\$26.75	\$33.30	\$40.05	\$33.39	\$26.29	\$32.74	\$39.40	49.85%
City of Fayetteville						VACANT	\$25.95	\$31.14	\$39.55	52.41%
						\$ Difference	-\$0.34	-\$1.60	\$0.15	
						% Difference	-1.3%	-5.1%	0.4%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Maintenance Worker II Parks

Job Description and Qualifications:										
Perform semi-skilled physical labor and operations of light and heavy equipment in the construction, maintenance and repair of park facilities. Mow grass and trim weeds on park grounds and maintain equipment.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
1 year						Non-Supervisory				
Management Experience						Department				
						Parks (120)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$16.68	\$13.33	\$16.68	\$20.02	\$16.93	\$13.53	\$16.93	\$20.32	50.18%
Conway, AR	Match	\$11.16	\$8.93	\$11.16	\$13.39	\$11.21	\$8.97	\$11.21	\$13.46	50.06%
Fort Smith, AR	Match	\$16.96	\$14.04	\$16.96	\$19.89	\$17.73	\$14.68	\$17.73	\$20.79	41.62%
Jonesboro, AR	Match	\$14.80	\$11.84	\$14.80	\$17.77	\$15.48	\$12.38	\$15.48	\$18.57	50.00%
Little Rock, AR	Match	\$13.28	\$13.28	\$15.94	\$18.60	\$12.94	\$12.94	\$15.53	\$18.12	40.03%
North Little Rock, AR	Match	\$15.00	\$11.03	\$13.93	\$17.58	\$14.61	\$10.75	\$13.57	\$17.13	59.35%
Rogers, AR	Match	\$12.10	\$10.04	\$12.55	\$15.69	\$12.28	\$10.19	\$12.74	\$15.93	56.33%
Springdale, AR	Match	\$12.68	\$12.13	\$15.07	\$18.01	\$12.87	\$12.31	\$15.30	\$18.28	48.50%
Lawrence, KS	Match	\$19.90	\$16.38	\$19.90	\$23.42	\$19.19	\$15.79	\$19.19	\$22.59	43.07%
Manhattan, KS	Match	\$16.83	\$15.61	\$20.12	\$24.63	\$16.40	\$15.21	\$19.60	\$24.00	57.79%
Blue Springs, MO	Match	\$14.94	\$11.95	\$14.94	\$17.92	\$13.50	\$10.80	\$13.50	\$16.19	49.91%
Columbia, MO	Match	\$14.72	\$12.53	\$14.72	\$16.91	\$14.04	\$11.95	\$14.04	\$16.13	34.98%
Florissant, MO	Match	\$14.75	\$11.80	\$14.75	\$17.70	\$13.48	\$10.78	\$13.48	\$16.17	50.00%
O'Fallon, MO	Match	\$19.97	\$15.86	\$19.41	\$22.96	\$18.65	\$14.81	\$18.12	\$21.44	44.77%
Springfield, MO	Match	\$14.98	\$11.98	\$14.98	\$17.97	\$14.90	\$11.92	\$14.90	\$17.88	50.00%
St. Joseph, MO	Match	\$16.37	\$13.64	\$16.37	\$19.64	\$15.95	\$13.29	\$15.95	\$19.14	44.02%
Broken Arrow, OK	Match	\$14.82	\$12.98	\$16.22	\$19.76	\$14.59	\$12.78	\$15.97	\$19.45	52.19%
Edmond, OK	Match	\$15.87	\$13.72	\$17.15	\$20.59	\$15.14	\$13.09	\$16.37	\$19.64	50.04%
Midwest City, OK	Match	\$16.65	\$12.90	\$16.65	\$20.39	\$16.22	\$12.57	\$16.22	\$19.87	58.07%
Norman, OK	Match	\$20.46	\$16.17	\$19.60	\$23.02	\$20.35	\$16.08	\$19.49	\$22.90	42.41%
Stillwater, OK	Match	\$15.39	\$12.88	\$15.39	\$18.38	\$15.00	\$12.55	\$15.00	\$17.91	42.71%
CompAnalyst-72703, AR	Match	\$13.39	\$10.45	\$13.06	\$15.67	\$13.59	\$10.61	\$13.26	\$15.91	49.95%
DOL - NWA, AR	Match	\$13.11	\$10.56	\$13.20	\$15.84	\$13.31	\$10.72	\$13.40	\$16.08	50.00%
NOARK, AR	Match	\$12.24	\$10.13	\$12.08	\$14.50	\$12.43	\$10.28	\$12.26	\$14.72	43.19%
AVERAGES		\$15.29	\$12.67	\$15.65	\$18.76	\$15.03	\$12.46	\$15.39	\$18.44	48.04%
City of Fayetteville						\$11.88	\$11.13	\$13.36	\$16.97	52.47%
						\$ Difference	-\$3.15	-\$1.33	-\$2.03	-\$1.47
						% Difference	-26.5%	-11.9%	-15.2%	-8.7%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Maintenance Worker III Transpntn

Job Description and Qualifications:										
Perform hand labor for asphalt, concrete or other material as needed. Operate concrete saws to make necessary cuts in order to continue work flow. Operate loaders, tree trimmers and other construction equipment as needed. Train on use of heavy equipment.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
						Non-Supervisory				
Management Experience						Department				
						Transportation (130)				
Certificates & Licenses										
Class "B" CDL										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$14.31	\$11.45	\$14.31	\$17.17	\$14.38	\$11.50	\$14.38	\$17.25	50.00%
Fort Smith, AR										
Jonesboro, AR	Match	\$17.04	\$13.64	\$17.04	\$20.45	\$17.82	\$14.26	\$17.82	\$21.38	49.93%
Little Rock, AR										
North Little Rock, AR	Match	\$19.07	\$13.09	\$16.53	\$20.87	\$18.58	\$12.76	\$16.11	\$20.34	59.40%
Rogers, AR	Match	\$13.22	\$11.01	\$13.77	\$17.21	\$13.42	\$11.18	\$13.97	\$17.47	56.26%
Springdale, AR										
Lawrence, KS	Match	\$19.90	\$16.38	\$19.90	\$23.42	\$19.19	\$15.79	\$19.19	\$22.59	43.07%
Manhattan, KS										
Blue Springs, MO	Match	\$15.88	\$12.70	\$15.88	\$19.05	\$14.34	\$11.47	\$14.34	\$17.20	49.96%
Columbia, MO	Match	\$16.19	\$13.78	\$16.19	\$18.60	\$15.45	\$13.15	\$15.45	\$17.75	34.98%
Florissant, MO	Match	\$16.39	\$13.11	\$16.39	\$19.67	\$14.97	\$11.98	\$14.97	\$17.97	50.00%
O'Fallon, MO	Match	\$26.01	\$20.30	\$24.85	\$29.40	\$24.29	\$18.96	\$23.20	\$27.45	44.78%
Springfield, MO	Match	\$15.73	\$12.58	\$15.73	\$18.88	\$15.65	\$12.52	\$15.65	\$18.78	50.00%
St. Joseph, MO	Match	\$18.39	\$15.33	\$18.39	\$22.07	\$17.92	\$14.93	\$17.92	\$21.50	44.01%
Broken Arrow, OK	Match	\$13.64	\$12.98	\$16.22	\$19.76	\$13.43	\$12.78	\$15.97	\$19.45	52.19%
Edmond, OK	Match	\$17.18	\$15.13	\$17.18	\$19.22	\$16.39	\$14.44	\$16.39	\$18.34	27.01%
Midwest City, OK	Match	\$19.21	\$14.89	\$19.21	\$23.53	\$18.72	\$14.51	\$18.72	\$22.92	57.96%
Norman, OK	Match	\$22.57	\$16.17	\$19.60	\$23.02	\$22.45	\$16.08	\$19.49	\$22.90	42.41%
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$14.88	\$11.61	\$14.51	\$17.42	\$15.10	\$11.78	\$14.73	\$17.68	50.08%
DOL - NWA, AR	Match	\$14.95	\$11.72	\$14.65	\$17.58	\$15.17	\$11.90	\$14.87	\$17.84	49.92%
NOARK, AR	Match	\$15.06	\$11.56	\$14.45	\$17.34	\$15.29	\$11.74	\$14.67	\$17.60	49.91%
AVERAGES		\$17.20	\$13.75	\$16.93	\$20.26	\$16.81	\$13.43	\$16.55	\$19.80	47.44%
City of Fayetteville						\$12.97	\$12.27	\$14.73	\$18.70	52.40%
						\$ Difference	-\$3.84	-\$1.16	-\$1.82	-\$1.10
						% Difference	-29.6%	-9.4%	-12.3%	-5.9%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Maintenance Worker III Water Sw

Job Description and Qualifications:										
Fix water and sewer leaks in order to keep the City's water lines intact and in good working order. Install mains for both water and sewer and install water and sewer taps. Maintain truck, equipment and related tools.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
6 months						Non-Supervisory				
Management Experience						Department				
						Water & Sewer (160)				
Certificates & Licenses										
Class A Commercial License										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$19.45	\$15.56	\$19.45	\$23.33	\$19.74	\$15.79	\$19.74	\$23.68	49.97%
Conway, AR	Match	\$16.32	\$13.06	\$16.32	\$19.59	\$16.40	\$13.12	\$16.40	\$19.68	50.00%
Fort Smith, AR	Match	\$15.60	\$12.91	\$15.60	\$18.30	\$16.31	\$13.50	\$16.31	\$19.13	41.70%
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR										
Rogers, AR	Match	\$16.49	\$13.19	\$16.49	\$19.79	\$16.74	\$13.39	\$16.74	\$20.09	50.04%
Springdale, AR										
Lawrence, KS	Match	\$25.63	\$21.10	\$25.63	\$30.17	\$24.72	\$20.34	\$24.72	\$29.09	43.02%
Manhattan, KS										
Blue Springs, MO	Match	\$16.81	\$13.45	\$16.81	\$20.17	\$15.19	\$12.15	\$15.19	\$18.22	49.96%
Columbia, MO	Match	\$14.72	\$12.53	\$14.72	\$16.91	\$14.04	\$11.95	\$14.04	\$16.13	34.98%
Florissant, MO	Match	\$15.38	\$11.69	\$14.61	\$17.54	\$14.05	\$10.68	\$13.35	\$16.02	50.00%
O'Fallon, MO	Match	\$20.84	\$16.66	\$20.39	\$24.13	\$19.46	\$15.56	\$19.04	\$22.53	44.79%
Springfield, MO	Match	\$20.34	\$16.27	\$20.34	\$24.41	\$20.23	\$16.19	\$20.23	\$24.28	49.97%
St. Joseph, MO	Match	\$16.37	\$13.64	\$16.37	\$19.64	\$15.95	\$13.29	\$15.95	\$19.14	44.02%
Broken Arrow, OK	Match	\$14.63	\$12.98	\$16.22	\$19.76	\$14.41	\$12.78	\$15.97	\$19.45	52.19%
Edmond, OK	Match	\$19.88	\$15.91	\$19.88	\$23.86	\$18.97	\$15.18	\$18.97	\$22.76	49.93%
Midwest City, OK	Match	\$21.77	\$16.88	\$21.77	\$26.66	\$21.21	\$16.44	\$21.21	\$25.98	58.03%
Norman, OK	Match	\$18.92	\$16.17	\$19.60	\$23.02	\$18.82	\$16.08	\$19.49	\$22.90	42.41%
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$14.88	\$11.61	\$14.51	\$17.41	\$15.10	\$11.78	\$14.73	\$17.68	50.08%
DOL - NWA, AR	Match	\$15.11	\$11.80	\$14.75	\$17.70	\$15.34	\$11.98	\$14.97	\$17.97	50.00%
NOARK, AR	Match	\$15.06	\$11.56	\$14.45	\$17.34	\$15.29	\$11.74	\$14.67	\$17.60	49.91%
AVERAGES		\$17.68	\$14.28	\$17.66	\$21.10	\$17.33	\$14.00	\$17.32	\$20.69	47.79%
City of Fayetteville						\$13.49	\$12.27	\$14.73	\$18.70	52.40%
						\$ Difference	-\$3.84	-\$1.73	-\$2.59	-\$1.99
						% Difference	-28.5%	-14.1%	-17.6%	-10.6%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Maintenance Worker IV Asphalt

Job Description and Qualifications:										
Provide supervision of Maintenance III and other workers in the absence of the Crew Leader. Operate heavy equipment such as, dozer, gradall, backhoe, grader, bobcat skid loader, dump truck, front end loader and rollers. Operate specialized heavy equipment										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
18 months						Non-Supervisory				
Management Experience						Department				
						Transportation (130)				
Certificates & Licenses										
Class "B" CDL										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$15.09	\$12.07	\$15.09	\$18.11	\$15.17	\$12.13	\$15.17	\$18.20	50.04%
Fort Smith, AR										
Jonesboro, AR	Match	\$17.04	\$13.64	\$17.04	\$20.45	\$17.82	\$14.26	\$17.82	\$21.38	49.93%
Little Rock, AR										
North Little Rock, AR	Match	\$21.18	\$14.42	\$18.20	\$22.98	\$20.64	\$14.05	\$17.74	\$22.39	59.36%
Rogers, AR	Match	\$14.98	\$11.98	\$14.98	\$18.72	\$15.20	\$12.16	\$15.20	\$19.00	56.25%
Springdale, AR										
Lawrence, KS	Match	\$19.90	\$16.38	\$19.90	\$23.42	\$19.19	\$15.79	\$19.19	\$22.59	43.07%
Manhattan, KS										
Blue Springs, MO	Match	\$16.81	\$13.45	\$16.81	\$20.17	\$15.19	\$12.15	\$15.19	\$18.22	49.96%
Columbia, MO	Match	\$16.19	\$13.78	\$16.19	\$18.60	\$15.45	\$13.15	\$15.45	\$17.75	34.98%
Florissant, MO	Match	\$18.21	\$14.57	\$18.21	\$21.85	\$16.64	\$13.31	\$16.64	\$19.96	49.96%
O'Fallon, MO	Match	\$24.04	\$19.32	\$23.65	\$27.99	\$22.45	\$18.04	\$22.09	\$26.14	44.90%
Springfield, MO	Match	\$20.25	\$16.20	\$20.25	\$24.31	\$20.15	\$16.12	\$20.15	\$24.18	50.00%
St. Joseph, MO	Match	\$20.66	\$17.22	\$20.66	\$24.80	\$20.13	\$16.78	\$20.13	\$24.16	43.98%
Broken Arrow, OK	Match	\$16.38	\$13.64	\$17.04	\$20.76	\$16.13	\$13.43	\$16.77	\$20.44	52.20%
Edmond, OK	Match	\$22.60	\$20.03	\$22.84	\$25.65	\$21.56	\$19.11	\$21.79	\$24.47	28.05%
Midwest City, OK	Match	\$20.49	\$15.88	\$20.49	\$25.09	\$19.96	\$15.48	\$19.96	\$24.45	57.95%
Norman, OK										
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$16.53	\$12.90	\$16.13	\$19.35	\$16.78	\$13.09	\$16.37	\$19.64	50.04%
DOL - NWA, AR	Match	\$16.58	\$12.88	\$16.10	\$19.32	\$16.83	\$13.07	\$16.34	\$19.61	50.04%
NOARK, AR	Match	\$16.37	\$13.14	\$16.06	\$19.13	\$16.62	\$13.33	\$16.30	\$19.42	45.69%
AVERAGES		\$18.43	\$14.79	\$18.21	\$21.81	\$17.99	\$14.44	\$17.78	\$21.29	47.48%
City of Fayetteville						\$17.06	\$12.89	\$15.47	\$19.64	52.37%
						\$ Difference	-\$0.93	-\$1.55	-\$2.31	-\$1.65
						% Difference	-5.5%	-12.0%	-14.9%	-8.4%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Meter Reader

Job Description and Qualifications:										
Responsible for reading water meters. Assist with turnons and turnoffs and perform minor meter maintenance. Assist with customer service related jobs such as connecting and disconnecting water meters.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
						Non-Supervisory				
Management Experience						Department				
						W/S Services – Meter (430)				
Certificates & Licenses										
Driver's License										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$19.45	\$15.56	\$19.45	\$23.33	\$19.74	\$15.79	\$19.74	\$23.68	49.97%
Conway, AR	Match	\$16.58	\$13.26	\$16.58	\$19.90	\$16.66	\$13.33	\$16.66	\$19.99	49.96%
Fort Smith, AR	Match	\$14.23	\$11.77	\$14.23	\$16.71	\$14.88	\$12.30	\$14.88	\$17.47	42.03%
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR										
Rogers, AR	Match	\$15.34	\$12.27	\$15.34	\$18.41	\$15.57	\$12.46	\$15.57	\$18.69	50.00%
Springdale, AR										
Lawrence, KS	Match	\$17.77	\$14.62	\$17.77	\$20.91	\$17.13	\$14.10	\$17.13	\$20.17	43.05%
Manhattan, KS	Match	\$19.00	\$14.48	\$18.67	\$22.86	\$18.51	\$14.11	\$18.19	\$22.27	57.83%
Blue Springs, MO	Match	\$16.81	\$13.45	\$16.81	\$20.17	\$15.19	\$12.15	\$15.19	\$18.22	49.96%
Columbia, MO	Match	\$14.72	\$12.96	\$14.72	\$16.91	\$14.04	\$12.36	\$14.04	\$16.13	30.50%
Florissant, MO	Match	\$18.21	\$13.11	\$16.39	\$19.67	\$16.64	\$11.98	\$14.97	\$17.97	50.00%
O'Fallon, MO										
Springfield, MO										
St. Joseph, MO	Match	\$17.35	\$13.74	\$17.35	\$20.82	\$16.91	\$13.38	\$16.91	\$20.29	51.64%
Broken Arrow, OK	Match	\$14.64	\$12.98	\$16.22	\$19.76	\$14.42	\$12.78	\$15.97	\$19.45	52.19%
Edmond, OK	Match	\$18.52	\$14.81	\$18.52	\$22.22	\$17.67	\$14.13	\$17.67	\$21.20	50.04%
Midwest City, OK	Match	\$16.65	\$12.90	\$16.65	\$20.39	\$16.22	\$12.57	\$16.22	\$19.87	58.07%
Norman, OK	Match	\$15.88	\$12.71	\$15.88	\$19.06	\$15.80	\$12.64	\$15.80	\$18.96	50.00%
Stillwater, OK	Match	\$14.94	\$12.50	\$14.94	\$17.84	\$14.56	\$12.18	\$14.56	\$17.38	42.69%
CompAnalyst-72703, AR	Match	\$18.51	\$14.46	\$18.08	\$21.69	\$18.79	\$14.68	\$18.35	\$22.02	50.00%
DOL - NWA, AR	Match	\$15.42	\$12.46	\$15.58	\$18.69	\$15.65	\$12.65	\$15.81	\$18.97	49.96%
NOARK, AR	Match	\$16.37	\$13.14	\$16.06	\$19.13	\$16.62	\$13.33	\$16.30	\$19.42	45.69%
AVERAGES		\$16.69	\$13.40	\$16.62	\$19.92	\$16.39	\$13.16	\$16.33	\$19.56	48.64%
City of Fayetteville						\$14.92	\$12.89	\$15.47	\$19.64	52.37%
\$ Difference						-\$1.47	-\$0.27	-\$0.86	\$0.08	
% Difference						-9.8%	-2.1%	-5.6%	0.4%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Network Engineer

Job Description and Qualifications:										
Design, analyze, implement and maintain LAN/WAN systems for optimal data integrity, reliability and speed. Troubleshoot network, server, user management and other computer related problems.										
Education						FLSA				
H.S. Diploma B.S. / B.A. related field						Exempt				
Related Experience						Supervisory Position				
10 years or 5 years with BS/BA						Non-Supervisory				
Management Experience						Department				
						Information Technologies (370)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$28.38	\$22.70	\$28.38	\$34.05	\$28.52	\$22.81	\$28.52	\$34.22	50.02%
Fort Smith, AR	Match	\$31.12	\$24.20	\$31.12	\$38.06	\$32.53	\$25.30	\$32.53	\$39.79	57.27%
Jonesboro, AR	Below	\$23.76	\$19.01	\$23.76	\$28.52	\$24.84	\$19.88	\$24.84	\$29.81	49.95%
Little Rock, AR	Match	\$37.05	\$27.47	\$34.91	\$42.33	\$36.10	\$26.77	\$34.02	\$41.25	54.09%
North Little Rock, AR										
Rogers, AR	Match	\$28.41	\$22.16	\$27.70	\$34.62	\$28.84	\$22.49	\$28.11	\$35.14	56.25%
Springdale, AR										
Lawrence, KS	Match	\$40.33	\$32.93	\$40.33	\$47.74	\$38.89	\$31.75	\$38.89	\$46.04	45.01%
Manhattan, KS										
Blue Springs, MO	Match	\$38.41	\$30.76	\$38.41	\$46.15	\$34.70	\$27.79	\$34.70	\$41.69	50.02%
Columbia, MO	Match	\$33.51	\$26.81	\$33.51	\$40.21	\$31.97	\$25.58	\$31.97	\$38.37	50.00%
Florissant, MO										
O'Fallon, MO										
Springfield, MO										
St. Joseph, MO	Match	\$29.31	\$24.43	\$29.31	\$35.17	\$28.56	\$23.80	\$28.56	\$34.27	43.99%
Broken Arrow, OK	Match	\$32.78	\$24.68	\$30.82	\$37.55	\$32.27	\$24.29	\$30.34	\$36.97	52.20%
Edmond, OK	Match	\$36.46	\$28.46	\$35.57	\$42.69	\$34.79	\$27.15	\$33.94	\$40.73	50.02%
Midwest City, OK	Match	\$28.81	\$22.34	\$28.81	\$35.29	\$28.08	\$21.76	\$28.08	\$34.39	58.04%
Norman, OK										
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$38.13	\$28.22	\$35.27	\$42.33	\$38.70	\$28.64	\$35.80	\$42.96	50.00%
DOL - NWA, AR	Match	\$38.29	\$29.10	\$36.37	\$43.64	\$38.86	\$29.53	\$36.91	\$44.30	50.02%
NOARK, AR	Match	\$35.84	\$28.31	\$35.77	\$42.35	\$36.37	\$28.73	\$36.31	\$42.98	49.60%
AVERAGES		\$33.37	\$26.11	\$32.67	\$39.38	\$32.93	\$25.75	\$32.23	\$38.86	50.91%
City of Fayetteville						\$37.30	\$24.72	\$29.66	\$37.67	52.39%
						\$ Difference	\$4.37	-\$1.03	-\$2.57	-\$1.19
						% Difference	11.7%	-4.2%	-8.7%	-3.2%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Office Manager-Water+Sewer

Job Description and Qualifications:										
Perform supervisory responsibilities. Respond to verbal and written communications from public and internal sources. Input and monitor service requests using the municipal management system. Assist in the preparation of administrative reports. Oversee da										
Education						FLSA				
H.S. Diploma or GED and specialize training						Non-Exempt				
Related Experience						Supervisory Position				
3 years						Supervisory Position				
Management Experience						Department				
						Water & Sewer (160)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$18.93	\$15.14	\$18.93	\$22.71	\$19.02	\$15.22	\$19.02	\$22.82	49.93%
Fort Smith, AR	Match	\$22.38	\$18.50	\$22.38	\$26.24	\$23.40	\$19.34	\$23.40	\$27.43	41.83%
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR										
Rogers, AR	Match	\$18.93	\$16.83	\$21.03	\$26.29	\$19.21	\$17.08	\$21.35	\$26.69	56.26%
Springdale, AR										
Lawrence, KS										
Manhattan, KS	Match	\$15.61	\$15.61	\$20.12	\$24.63	\$15.21	\$15.21	\$19.60	\$24.00	57.79%
Blue Springs, MO	Match	\$20.84	\$16.67	\$20.84	\$25.01	\$18.83	\$15.06	\$18.83	\$22.59	50.00%
Columbia, MO	Match	\$22.02	\$17.98	\$22.02	\$26.07	\$21.01	\$17.15	\$21.01	\$24.87	45.01%
Florissant, MO	Match	\$21.27	\$15.80	\$19.75	\$23.70	\$19.43	\$14.43	\$18.04	\$21.65	50.03%
O'Fallon, MO	Match	\$24.73	\$18.39	\$22.51	\$26.63	\$23.09	\$17.17	\$21.02	\$24.87	44.85%
Springfield, MO	Match	\$18.73	\$14.98	\$18.73	\$22.48	\$18.63	\$14.90	\$18.63	\$22.36	50.07%
St. Joseph, MO	Match	\$21.90	\$18.25	\$21.90	\$26.28	\$21.34	\$17.79	\$21.34	\$25.61	43.96%
Broken Arrow, OK										
Edmond, OK										
Midwest City, OK	Match	\$24.33	\$18.86	\$24.33	\$29.80	\$23.71	\$18.38	\$23.71	\$29.04	58.00%
Norman, OK										
Stillwater, OK	Match	\$17.84	\$14.94	\$17.84	\$21.31	\$17.38	\$14.56	\$17.38	\$20.76	42.58%
CompAnalyst-72703, AR	Match	\$22.40	\$17.58	\$21.97	\$26.37	\$22.74	\$17.84	\$22.30	\$26.76	50.00%
DOL - NWA, AR	Match	\$22.98	\$17.43	\$21.78	\$26.14	\$23.32	\$17.69	\$22.11	\$26.53	49.97%
NOARK, AR	Match	\$22.52	\$19.00	\$23.21	\$27.69	\$22.85	\$19.28	\$23.56	\$28.11	45.80%
AVERAGES		\$21.03	\$17.06	\$21.16	\$25.42	\$20.61	\$16.74	\$20.75	\$24.94	48.98%
City of Fayetteville						\$18.18	\$15.61	\$18.73	\$23.79	52.40%
\$ Difference						-\$2.43	-\$1.13	-\$2.02	-\$1.15	
% Difference						-13.4%	-7.2%	-10.8%	-4.8%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Operations Assistant - Parks

Job Description and Qualifications:										
Maintain a current knowledge of park programs, special events and park amenities. Provide information to callers and visitors. Staff the front office and welcome patrons, participants and visitors. Draft meeting minutes for various boards. Prepare, desi										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
						Parks (120)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$18.03	\$14.42	\$18.03	\$21.63	\$18.12	\$14.49	\$18.12	\$21.74	50.03%
Fort Smith, AR	Match	\$22.38	\$18.50	\$22.38	\$26.24	\$23.40	\$19.34	\$23.40	\$27.43	41.83%
Jonesboro, AR										
Little Rock, AR	Match	\$15.03	\$15.03	\$19.09	\$23.15	\$14.65	\$14.65	\$18.60	\$22.56	53.99%
North Little Rock, AR	Match	\$15.16	\$10.61	\$13.39	\$16.90	\$14.77	\$10.33	\$13.05	\$16.47	59.44%
Rogers, AR	Match	\$16.06	\$12.95	\$16.19	\$20.24	\$16.31	\$13.15	\$16.43	\$20.54	56.20%
Springdale, AR	Match	\$19.62	\$19.05	\$23.66	\$28.28	\$19.92	\$19.33	\$24.02	\$28.71	48.53%
Lawrence, KS										
Manhattan, KS										
Blue Springs, MO	Match	\$16.81	\$13.45	\$16.81	\$20.17	\$15.19	\$12.15	\$15.19	\$18.22	49.96%
Columbia, MO	Match	\$14.93	\$12.44	\$14.93	\$17.42	\$14.24	\$11.87	\$14.24	\$16.62	40.02%
Florissant, MO	Match	\$19.85	\$15.88	\$19.85	\$23.83	\$18.14	\$14.51	\$18.14	\$21.76	49.97%
O'Fallon, MO	Match	\$19.80	\$19.32	\$23.65	\$27.99	\$18.49	\$18.04	\$22.09	\$26.14	44.90%
Springfield, MO										
St. Joseph, MO	Match	\$17.35	\$14.46	\$17.35	\$20.82	\$16.91	\$14.09	\$16.91	\$20.29	44.00%
Broken Arrow, OK										
Edmond, OK										
Midwest City, OK										
Norman, OK										
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$16.01	\$12.54	\$15.67	\$18.81	\$16.25	\$12.73	\$15.91	\$19.09	49.96%
DOL - NWA, AR	Match	\$16.30	\$12.95	\$16.18	\$19.42	\$16.55	\$13.14	\$16.42	\$19.71	50.00%
NOARK, AR	Match	\$17.29	\$13.53	\$17.00	\$20.73	\$17.55	\$13.74	\$17.25	\$21.04	53.13%
AVERAGES		\$17.47	\$14.65	\$18.16	\$21.83	\$17.18	\$14.40	\$17.84	\$21.45	49.00%
City of Fayetteville						\$17.69	\$12.89	\$15.47	\$19.64	52.37%
						\$ Difference	\$0.51	-\$1.51	-\$2.37	-\$1.81
						% Difference	2.9%	-11.7%	-15.3%	-9.2%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Job Description and Qualifications:										
Oversee the Parks and Recreation Department including, recreational programs, park maintenance, horticulture, park planning and urban forestry. Develop, study and recommend actions to improve and provide high quality parks, services and recreation program										
Education						FLSA				
B.S. / B.A. in Parks and Recreation Management						Exempt				
Related Experience						Supervisory Position				
6 years						Supervisory Position				
Management Experience						Department				
4 years						Parks (120)				
Certificates & Licenses										
Master's degree in related field and 5 years in Parks and Recreation Administration and 4 years management experience										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$44.41	\$28.85	\$38.94	\$46.72	\$45.08	\$29.28	\$39.52	\$47.42	61.95%
Conway, AR	Match	\$36.73	\$29.38	\$36.73	\$44.07	\$36.91	\$29.52	\$36.91	\$44.29	50.03%
Fort Smith, AR	Match	\$39.83	\$30.96	\$39.83	\$48.69	\$41.64	\$32.37	\$41.64	\$50.90	57.24%
Jonesboro, AR	Match	\$39.81	\$31.85	\$39.81	\$47.78	\$41.62	\$33.30	\$41.62	\$49.95	50.00%
Little Rock, AR	Match	\$53.33	\$41.99	\$53.33	\$64.67	\$51.97	\$40.92	\$51.97	\$63.02	54.01%
North Little Rock, AR	Match	\$38.69	\$30.95	\$38.69	\$46.43	\$37.70	\$30.16	\$37.70	\$45.24	50.00%
Rogers, AR	Match	\$49.76	\$39.60	\$49.50	\$61.87	\$50.51	\$40.19	\$50.24	\$62.80	56.26%
Springdale, AR	Match	\$41.00	\$29.82	\$37.27	\$44.73	\$41.61	\$30.26	\$37.83	\$45.40	50.03%
Lawrence, KS	Match	\$40.33	\$32.93	\$40.33	\$47.74	\$38.89	\$31.75	\$38.89	\$46.04	45.01%
Manhattan, KS	Above	\$48.16	\$44.04	\$57.09	\$70.15	\$46.93	\$42.91	\$55.63	\$68.35	59.29%
Blue Springs, MO	Match	\$44.22	\$35.38	\$44.22	\$53.07	\$39.95	\$31.96	\$39.95	\$47.94	50.00%
Columbia, MO	Match	\$58.63	\$44.25	\$58.63	\$73.01	\$55.94	\$42.22	\$55.94	\$69.66	64.99%
Florissant, MO	Match	\$39.11	\$31.29	\$39.11	\$46.93	\$35.73	\$28.58	\$35.73	\$42.87	50.00%
O'Fallon, MO	Match	\$50.99	\$44.73	\$50.99	\$57.25	\$47.61	\$41.77	\$47.61	\$53.46	27.99%
Springfield, MO	Match	\$65.30	\$52.24	\$65.30	\$78.36	\$64.95	\$51.96	\$64.95	\$77.94	50.00%
St. Joseph, MO	Match	\$46.72	\$38.93	\$46.72	\$56.06	\$45.52	\$37.94	\$45.52	\$54.63	43.99%
Broken Arrow, OK	Match	\$64.76	\$48.91	\$58.33	\$72.69	\$63.76	\$48.16	\$57.43	\$71.56	48.59%
Edmond, OK	Match	\$50.64	\$42.65	\$53.31	\$63.97	\$48.32	\$40.69	\$50.86	\$61.03	49.99%
Midwest City, OK	Match	\$34.04	\$27.79	\$34.04	\$40.29	\$33.17	\$27.07	\$33.17	\$39.26	45.03%
Norman, OK	Match	\$60.27	\$42.33	\$51.30	\$60.27	\$59.95	\$42.11	\$51.03	\$59.95	42.37%
Stillwater, OK	Match	\$36.88	\$29.50	\$36.88	\$44.26	\$35.94	\$28.75	\$35.94	\$43.12	49.98%
CompAnalyst-72703, AR	Match	\$55.01	\$39.61	\$49.51	\$59.41	\$55.84	\$40.20	\$50.25	\$60.31	50.02%
DOL - NWA, AR	Match	\$58.05	\$41.52	\$51.90	\$62.28	\$58.92	\$42.14	\$52.68	\$63.22	50.02%
NOARK, AR	Match	\$54.87	\$42.88	\$53.59	\$64.31	\$55.69	\$43.52	\$54.40	\$65.28	50.00%
AVERAGES		\$47.98	\$37.60	\$46.89	\$56.46	\$47.26	\$36.99	\$46.14	\$55.57	50.23%
City of Fayetteville						\$49.16	\$34.78	\$41.73	\$53.00	52.39%
\$ Difference						\$1.90	-\$2.21	-\$4.41	-\$2.57	
% Difference						3.9%	-6.4%	-10.6%	-4.8%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Parks Maint Superintendent

Job Description and Qualifications:										
Plan, administer and supervise maintenance operations of the Parks and Recreation Division. This work includes oversight of programs for ground maintenance, athletic fields, turf grass, urban forestry, horticulture, public lands, swimming pool, park facilities and capital improvements.										
Education							FLSA			
B.S./B.A degree in related field							Exempt			
Related Experience							Supervisory Position			
4 years							Supervisory Position			
Management Experience							Department			
3 years							Parks (120)			
Certificates & Licenses										
National Playground Safety Inspection Certification										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$29.62	\$24.73	\$33.39	\$42.04	\$30.06	\$25.10	\$33.89	\$42.67	70.00%
Conway, AR	Match	\$28.38	\$22.70	\$28.38	\$34.05	\$28.52	\$22.81	\$28.52	\$34.22	50.02%
Fort Smith, AR	Match	\$25.09	\$20.75	\$25.09	\$29.43	\$26.23	\$21.69	\$26.23	\$30.77	41.86%
Jonesboro, AR	Match	\$27.39	\$21.91	\$27.39	\$32.87	\$28.63	\$22.91	\$28.63	\$34.36	49.98%
Little Rock, AR										
North Little Rock, AR	Below	\$26.56	\$19.82	\$24.09	\$30.13	\$25.88	\$19.31	\$23.48	\$29.36	52.05%
Rogers, AR	Match	\$30.15	\$24.09	\$30.12	\$37.65	\$30.60	\$24.46	\$30.57	\$38.21	56.21%
Springdale, AR	Match	\$29.25	\$23.54	\$29.25	\$34.96	\$29.69	\$23.90	\$29.69	\$35.48	48.45%
Lawrence, KS	Match	\$28.71	\$23.44	\$28.71	\$33.98	\$27.68	\$22.60	\$27.68	\$32.77	45.00%
Manhattan, KS	Match	\$33.05	\$27.27	\$35.28	\$43.29	\$32.20	\$26.57	\$34.38	\$42.18	58.75%
Blue Springs, MO	Match	\$33.44	\$26.75	\$33.44	\$40.13	\$30.21	\$24.17	\$30.21	\$36.25	49.98%
Columbia, MO	Match	\$32.24	\$25.80	\$32.24	\$38.69	\$30.76	\$24.61	\$30.76	\$36.92	50.02%
Florissant, MO	Match	\$34.22	\$27.38	\$34.22	\$41.06	\$31.26	\$25.01	\$31.26	\$37.51	49.98%
O'Fallon, MO	Match	\$30.89	\$21.33	\$26.11	\$30.89	\$28.84	\$19.92	\$24.38	\$28.84	44.78%
Springfield, MO	Match	\$40.33	\$32.27	\$40.33	\$48.40	\$40.12	\$32.10	\$40.12	\$48.14	49.97%
St. Joseph, MO	Match	\$32.93	\$27.45	\$32.93	\$39.52	\$32.09	\$26.74	\$32.09	\$38.51	44.02%
Broken Arrow, OK	Match	\$37.55	\$24.68	\$30.82	\$37.55	\$36.97	\$24.29	\$30.34	\$36.97	52.20%
Edmond, OK	Match	\$38.30	\$30.64	\$38.30	\$45.96	\$36.54	\$29.23	\$36.54	\$43.85	50.02%
Midwest City, OK	Match	\$26.89	\$20.85	\$26.89	\$32.94	\$26.20	\$20.31	\$26.20	\$32.09	58.00%
Norman, OK	Match	\$41.12	\$33.93	\$41.12	\$48.31	\$40.90	\$33.75	\$40.90	\$48.05	42.37%
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$35.57	\$25.61	\$32.01	\$38.41	\$36.10	\$25.99	\$32.49	\$38.99	50.02%
DOL - NWA, AR	Match	\$34.03	\$25.95	\$32.43	\$38.92	\$34.54	\$26.34	\$32.92	\$39.50	49.96%
NOARK, AR	Match	\$34.61	\$26.06	\$33.36	\$41.04	\$35.13	\$26.45	\$33.86	\$41.66	57.50%
AVERAGES		\$32.29	\$25.32	\$31.63	\$38.19	\$31.78	\$24.92	\$31.14	\$37.60	50.90%
City of Fayetteville						\$37.11	\$24.72	\$29.66	\$37.67	52.39%
\$ Difference						\$5.33	-\$0.20	-\$1.48	\$0.07	
% Difference						14.4%	-0.8%	-5.0%	0.2%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Job Description and Qualifications:										
Prepare and present staff recommendations and reports regarding development within the City's jurisdiction at public meetings. Present projects to various committees, the Planning Commission and City Council. Conduct research on planning policy issues and best practices.										
Education						FLSA				
B.A. or B.S. in a related field						Exempt				
Related Experience						Supervisory Position				
1 year						Non-Supervisory				
Management Experience						Department				
						Planning (230)				
Certificates & Licenses										
AICP Certification preferred										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$26.46	\$21.18	\$26.46	\$31.75	\$26.86	\$21.50	\$26.86	\$32.23	49.91%
Conway, AR	Match	\$19.81	\$15.85	\$19.81	\$23.78	\$19.91	\$15.93	\$19.91	\$23.89	49.97%
Fort Smith, AR	Match	\$23.74	\$19.62	\$23.74	\$27.84	\$24.82	\$20.51	\$24.82	\$29.11	41.93%
Jonesboro, AR										
Little Rock, AR	Match	\$18.46	\$16.58	\$21.05	\$25.53	\$17.99	\$16.15	\$20.51	\$24.88	54.06%
North Little Rock, AR	Match	\$20.14	\$18.80	\$22.86	\$28.46	\$19.62	\$18.32	\$22.27	\$27.73	51.36%
Rogers, AR	Match	\$19.00	\$14.89	\$18.61	\$23.26	\$19.29	\$15.11	\$18.89	\$23.61	56.25%
Springdale, AR										
Lawrence, KS	Match	\$25.63	\$21.10	\$25.63	\$30.17	\$24.72	\$20.34	\$24.72	\$29.09	43.02%
Manhattan, KS	Match	\$20.95	\$20.53	\$26.52	\$32.51	\$20.41	\$20.00	\$25.84	\$31.68	58.40%
Blue Springs, MO	Match	\$23.44	\$18.76	\$23.44	\$28.13	\$21.17	\$16.95	\$21.17	\$25.41	49.91%
Columbia, MO	Match	\$26.48	\$21.63	\$26.48	\$31.34	\$25.26	\$20.64	\$25.26	\$29.90	44.86%
Florissant, MO	Match	\$21.33	\$17.06	\$21.33	\$25.59	\$19.48	\$15.59	\$19.48	\$23.38	49.97%
O'Fallon, MO	Match	\$24.73	\$23.55	\$28.82	\$34.09	\$23.09	\$21.99	\$26.91	\$31.83	44.75%
Springfield, MO	Match	\$25.28	\$20.22	\$25.28	\$30.33	\$25.14	\$20.11	\$25.14	\$30.17	50.02%
St. Joseph, MO	Match	\$23.21	\$19.35	\$23.21	\$27.86	\$22.62	\$18.85	\$22.62	\$27.15	44.03%
Broken Arrow, OK										
Edmond, OK	Above	\$32.84	\$26.27	\$32.84	\$39.41	\$31.34	\$25.07	\$31.34	\$37.60	49.98%
Midwest City, OK										
Norman, OK										
Stillwater, OK	Match	\$21.31	\$17.84	\$21.31	\$25.45	\$20.76	\$17.38	\$20.76	\$24.80	42.69%
CompAnalyst-72703, AR	Match	\$23.85	\$18.38	\$22.98	\$27.58	\$24.20	\$18.66	\$23.33	\$27.99	50.00%
DOL - NWA, AR	Match	\$22.99	\$18.16	\$22.70	\$27.24	\$23.34	\$18.43	\$23.04	\$27.65	50.03%
NOARK, AR	Match	\$23.23	\$18.49	\$23.11	\$27.73	\$23.58	\$18.76	\$23.45	\$28.14	50.00%
AVERAGES		\$23.31	\$19.38	\$24.01	\$28.84	\$22.82	\$18.96	\$23.49	\$28.22	48.84%
City of Fayetteville						\$22.22	\$18.07	\$21.68	\$27.54	52.41%
\$ Difference						-\$0.60	-\$0.89	-\$1.81	-\$0.68	
% Difference						-2.7%	-4.9%	-8.4%	-2.5%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Police Chief

Job Description and Qualifications:										
Responsible for the operations of the Police Department to ensure effective enforcement of laws and ordinances.										
Education						FLSA				
B.S./B.A. Degree in Criminal Justice						Exempt				
Related Experience						Supervisory Position				
11 years						Supervisory Position				
Management Experience						Department				
9 years						Police Department (600)				
Certificates & Licenses										
Advanced Law Management or Executive Development School, FBI National Academy and Senior Management I										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$54.81	\$36.61	\$47.59	\$58.57	\$55.63	\$37.16	\$48.30	\$59.45	59.98%
Conway, AR	Match	\$42.23	\$33.79	\$42.23	\$50.68	\$42.44	\$33.95	\$42.44	\$50.93	50.01%
Fort Smith, AR	Match	\$42.61	\$33.11	\$42.61	\$52.11	\$44.55	\$34.61	\$44.55	\$54.48	57.41%
Jonesboro, AR	Match	\$49.04	\$46.15	\$49.04	\$51.92	\$51.27	\$48.25	\$51.27	\$54.28	12.50%
Little Rock, AR	Match	\$55.59	\$43.77	\$55.59	\$67.40	\$54.16	\$42.65	\$54.16	\$65.68	54.00%
North Little Rock, AR	Match	\$48.32	\$38.66	\$48.32	\$57.99	\$47.08	\$37.67	\$47.08	\$56.50	49.99%
Rogers, AR	Match	\$50.76	\$45.41	\$56.77	\$70.96	\$51.52	\$46.09	\$57.62	\$72.02	56.26%
Springdale, AR	Match	\$50.49	\$35.13	\$43.91	\$52.69	\$51.25	\$35.65	\$44.57	\$53.48	50.01%
Lawrence, KS	Match	\$58.18	\$47.50	\$58.18	\$68.87	\$56.10	\$45.80	\$56.10	\$66.41	45.00%
Manhattan, KS										
Blue Springs, MO	Match	\$58.99	\$47.19	\$58.99	\$70.79	\$53.29	\$42.63	\$53.29	\$63.95	50.01%
Columbia, MO	Match	\$58.63	\$44.25	\$58.63	\$73.01	\$55.94	\$42.22	\$55.94	\$69.66	64.99%
Florissant, MO	Match	\$48.28	\$38.62	\$48.28	\$57.94	\$44.10	\$35.28	\$44.10	\$52.92	50.00%
O'Fallon, MO	Match	\$60.16	\$49.37	\$55.51	\$61.66	\$56.18	\$46.10	\$51.84	\$57.58	24.90%
Springfield, MO	Match	\$70.35	\$56.28	\$70.35	\$84.42	\$69.98	\$55.98	\$69.98	\$83.97	50.00%
St. Joseph, MO	Match	\$52.49	\$43.74	\$52.49	\$62.99	\$51.15	\$42.62	\$51.15	\$61.38	44.02%
Broken Arrow, OK	Match	\$55.03	\$46.14	\$55.03	\$68.57	\$54.18	\$45.43	\$54.18	\$67.51	48.60%
Edmond, OK	Match	\$58.76	\$47.01	\$58.76	\$70.52	\$56.07	\$44.85	\$56.07	\$67.28	50.01%
Midwest City, OK	Match	\$52.63	\$42.97	\$52.63	\$62.30	\$51.29	\$41.87	\$51.29	\$60.71	45.00%
Norman, OK	Match	\$54.84	\$45.25	\$54.84	\$64.43	\$54.55	\$45.01	\$54.55	\$64.08	42.37%
Stillwater, OK	Match	\$58.08	\$46.47	\$58.08	\$69.70	\$56.59	\$45.28	\$56.59	\$67.91	49.98%
CompAnalyst-72703, AR										
DOL - NWA, AR	Match	\$58.05	\$41.52	\$51.90	\$62.28	\$58.92	\$42.14	\$52.68	\$63.22	50.02%
NOARK, AR										
AVERAGES		\$54.21	\$43.28	\$53.32	\$63.80	\$53.15	\$42.44	\$52.27	\$62.54	47.37%
City of Fayetteville						\$55.65	\$36.52	\$43.82	\$55.65	52.38%
\$ Difference						\$2.50	-\$5.92	-\$8.45	-\$6.89	
% Difference						4.5%	-16.2%	-19.3%	-12.4%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Job Description and Qualifications:										
Provide information and assistance to citizens regarding bonds, fines and court procedures. Collect payments for bonds and tickets. Enter data for receipts, tickets, arrests and warrants.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
6 months						Non-Supervisory				
Management Experience						Department				
						Police - Civilian (650)				
Certificates & Licenses										
ACIC Basic										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$18.01	\$14.41	\$18.01	\$21.61	\$18.28	\$14.63	\$18.28	\$21.93	49.90%
Conway, AR	Match	\$13.52	\$10.82	\$13.52	\$16.23	\$13.59	\$10.87	\$13.59	\$16.31	50.05%
Fort Smith, AR										
Jonesboro, AR	Match	\$14.80	\$12.80	\$14.80	\$17.77	\$15.48	\$13.39	\$15.48	\$18.57	38.69%
Little Rock, AR										
North Little Rock, AR	Match	\$17.56	\$14.08	\$17.11	\$20.80	\$17.11	\$13.72	\$16.68	\$20.27	47.74%
Rogers, AR	Match	\$16.43	\$11.98	\$14.98	\$18.72	\$16.68	\$12.16	\$15.20	\$19.00	56.25%
Springdale, AR	Match	\$15.92	\$11.46	\$14.24	\$17.02	\$16.16	\$11.63	\$14.46	\$17.28	48.58%
Lawrence, KS	Match	\$19.90	\$16.38	\$19.90	\$23.42	\$19.19	\$15.79	\$19.19	\$22.59	43.07%
Manhattan, KS										
Blue Springs, MO	Match	\$16.38	\$11.95	\$16.38	\$17.92	\$14.80	\$10.80	\$14.80	\$16.19	49.91%
Columbia, MO	Match	\$14.72	\$12.53	\$14.72	\$16.91	\$14.04	\$11.95	\$14.04	\$16.13	34.98%
Florissant, MO	Match	\$17.64	\$14.11	\$17.64	\$21.16	\$16.11	\$12.89	\$16.11	\$19.33	49.96%
O'Fallon, MO	Match	\$19.41	\$15.86	\$19.41	\$22.96	\$18.12	\$14.81	\$18.12	\$21.44	44.77%
Springfield, MO	Match	\$17.11	\$13.69	\$17.11	\$20.53	\$17.02	\$13.61	\$17.02	\$20.42	50.04%
St. Joseph, MO	Match	\$16.37	\$13.64	\$16.37	\$19.64	\$15.95	\$13.29	\$15.95	\$19.14	44.02%
Broken Arrow, OK	Match	\$18.71	\$13.64	\$17.04	\$20.76	\$18.43	\$13.43	\$16.77	\$20.44	52.20%
Edmond, OK	Match	\$16.67	\$14.81	\$18.52	\$22.22	\$15.90	\$14.13	\$17.67	\$21.20	50.04%
Midwest City, OK	Match	\$17.93	\$13.90	\$17.93	\$21.96	\$17.47	\$13.54	\$17.47	\$21.39	57.98%
Norman, OK	Match	\$18.94	\$14.39	\$17.44	\$20.49	\$18.84	\$14.32	\$17.35	\$20.38	42.32%
Stillwater, OK	match	\$16.82	\$14.08	\$16.82	\$20.09	\$16.39	\$13.72	\$16.39	\$19.58	42.71%
CompAnalyst-72703, AR	Match	\$14.47	\$11.38	\$14.23	\$17.08	\$14.69	\$11.56	\$14.44	\$17.33	49.91%
DOL - NWA, AR	Match	\$16.18	\$11.85	\$14.81	\$17.77	\$16.43	\$12.03	\$15.03	\$18.04	49.96%
NOARK, AR	Match	\$15.19	\$13.04	\$16.31	\$19.55	\$15.41	\$13.24	\$16.56	\$19.84	49.85%
AVERAGES		\$16.79	\$13.37	\$16.54	\$19.74	\$16.48	\$13.12	\$16.22	\$19.37	47.65%
City of Fayetteville						\$15.71	\$12.27	\$14.73	\$18.70	52.40%
\$ Difference						-\$0.77	-\$0.85	-\$1.49	-\$0.67	
% Difference						-4.9%	-6.9%	-10.1%	-3.6%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Police IT Manager

Job Description and Qualifications:										
Responsible for planning, directing, and managing activities of I.T. personnel and managing the data center to deliver technology services to the police department. Administer all police department servers, including new installations, configurations, upgrades and hardware support.										
Education						FLSA				
H.S. Diploma or GED Preferred B.A./B.S. Degree						Exempt				
Related Experience						Supervisory Position				
10 years or 5 years with college degree						Supervisory Position				
Management Experience						Department				
						Police - Civilian (650)				
Certificates & Licenses										
ACIC Level I										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$30.42	\$24.33	\$30.42	\$36.50	\$30.57	\$24.45	\$30.57	\$36.68	50.02%
Fort Smith, AR	Match	\$34.22	\$26.60	\$34.22	\$41.84	\$35.78	\$27.81	\$35.78	\$43.74	57.28%
Jonesboro, AR	Below	\$20.66	\$16.53	\$20.66	\$24.79	\$21.60	\$17.28	\$21.60	\$25.92	50.00%
Little Rock, AR	Match	\$24.19	\$19.05	\$24.19	\$29.33	\$23.57	\$18.56	\$23.57	\$28.58	53.99%
North Little Rock, AR	Match	\$34.42	\$27.53	\$34.42	\$41.30	\$33.53	\$26.83	\$33.53	\$40.24	49.98%
Rogers, AR	Match	\$32.75	\$26.03	\$32.54	\$40.68	\$33.24	\$26.42	\$33.03	\$41.29	56.28%
Springdale, AR										
Lawrence, KS		\$40.33	\$32.93	\$40.33	\$47.74	\$38.89	\$31.75	\$38.89	\$46.04	45.01%
Manhattan, KS										
Blue Springs, MO	Match	\$38.46	\$30.76	\$38.46	\$46.15	\$34.74	\$27.79	\$34.74	\$41.69	50.02%
Columbia, MO	Match	\$33.51	\$26.81	\$33.51	\$40.21	\$31.97	\$25.58	\$31.97	\$38.37	50.00%
Florissant, MO										
O'Fallon, MO										
Springfield, MO										
St. Joseph, MO	Match	\$27.65	\$23.04	\$27.65	\$33.18	\$26.94	\$22.45	\$26.94	\$32.33	44.01%
Broken Arrow, OK										
Edmond, OK	Match	\$32.84	\$26.27	\$32.84	\$39.41	\$31.34	\$25.07	\$31.34	\$37.60	49.98%
Midwest City, OK	Match	\$39.00	\$31.83	\$39.00	\$46.16	\$38.00	\$31.02	\$38.00	\$44.98	45.00%
Norman, OK										
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$38.13	\$28.22	\$35.27	\$42.33	\$38.70	\$28.64	\$35.80	\$42.96	50.00%
DOL - NWA, AR	Match	\$38.29	\$29.10	\$36.37	\$43.64	\$38.86	\$29.53	\$36.91	\$44.30	50.02%
NOARK, AR	Match	\$35.84	\$28.31	\$35.77	\$42.35	\$36.37	\$28.73	\$36.31	\$42.98	49.60%
AVERAGES		\$33.38	\$26.49	\$33.04	\$39.71	\$32.94	\$26.13	\$32.60	\$39.18	49.96%
City of Fayetteville						\$34.14	\$24.72	\$29.66	\$37.67	52.39%
						\$ Difference	\$1.20	-\$1.41	-\$2.94	-\$1.51
						% Difference	3.5%	-5.7%	-9.9%	-4.0%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Prosecuting Attorney

Job Description and Qualifications:										
Prosecutes misdemeanors, traffic violations, hot checks and violations of City ordinances including HMR taxes in District and Circuit Courts. Review and make charging decisions on cases referred to this office by law enforcement agencies, other city departments and citizen complaints.										
Education						FLSA				
Juris Doctorate						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
						City Prosecutor (560)				
Certificates & Licenses										
Arkansas Law License										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Below	\$28.61	\$22.88	\$28.61	\$34.33	\$28.74	\$23.00	\$28.74	\$34.49	49.96%
Fort Smith, AR	Match	\$34.22	\$26.60	\$34.22	\$41.84	\$35.78	\$27.81	\$35.78	\$43.74	57.28%
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR										
Rogers, AR	Match	\$39.23	\$31.85	\$39.81	\$49.76	\$39.82	\$32.32	\$40.41	\$50.51	56.28%
Springdale, AR	Below	\$25.81	\$20.78	\$25.81	\$30.85	\$26.20	\$21.09	\$26.20	\$31.31	48.46%
Lawrence, KS		\$58.18	\$47.50	\$58.18	\$68.87	\$56.10	\$45.80	\$56.10	\$66.41	45.00%
Manhattan, KS	Match	\$33.92	\$28.61	\$37.03	\$45.44	\$33.05	\$27.88	\$36.08	\$44.28	58.82%
Blue Springs, MO	Match	\$50.86	\$39.89	\$50.86	\$61.83	\$45.94	\$36.03	\$45.94	\$55.85	55.01%
Columbia, MO	Match	\$50.98	\$38.48	\$50.98	\$63.49	\$48.64	\$36.71	\$48.64	\$60.57	65.00%
Florissant, MO										
O'Fallon, MO										
Springfield, MO	Match	\$53.08	\$42.47	\$53.08	\$63.70	\$52.80	\$42.24	\$52.80	\$63.36	50.00%
St. Joseph, MO	Match	\$46.72	\$38.93	\$46.72	\$56.06	\$45.52	\$37.94	\$45.52	\$54.63	43.99%
Broken Arrow, OK	Match	\$34.01	\$27.24	\$34.01	\$41.44	\$33.49	\$26.82	\$33.49	\$40.80	52.13%
Edmond, OK										
Midwest City, OK		\$42.72	\$34.87	\$42.72	\$50.56	\$41.62	\$33.98	\$41.62	\$49.27	45.00%
Norman, OK										
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$53.70	\$40.31	\$50.38	\$60.46	\$54.51	\$40.91	\$51.14	\$61.37	50.01%
DOL - NWA, AR	Match	\$50.69	\$40.55	\$50.69	\$60.83	\$51.45	\$41.16	\$51.45	\$61.74	50.00%
NOARK, AR	Match	\$51.00	\$40.52	\$50.65	\$60.78	\$51.77	\$41.13	\$51.41	\$61.69	49.99%
AVERAGES		\$43.58	\$34.77	\$43.58	\$52.68	\$43.03	\$34.32	\$43.02	\$52.00	51.51%
City of Fayetteville						\$50.48	\$33.12	\$39.75	\$50.48	52.42%
						\$ Difference	\$7.45	-\$1.20	-\$3.27	-\$1.52
						% Difference	14.8%	-3.6%	-8.2%	-3.0%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Recreation Program Mgr - Soccer

Job Description and Qualifications:										
Provide program and event management, customer service, general facility supervision of youth soccer programs, summer concert series and City pool. Plan and implement fall/spring youth soccer program.										
Education						FLSA				
H.S. Diploma or GED, BS/BA Degree in P & R Admin. Preferred						Non-Exempt				
Related Experience						Supervisory Position				
4 years						Supervisory Position				
Management Experience						Department				
						Parks (120)				
Certificates & Licenses										
Certified Pool Operator CPR and First Aid										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$26.46	\$21.18	\$26.46	\$31.75	\$26.86	\$21.50	\$26.86	\$32.23	49.91%
Conway, AR	Match	\$17.26	\$13.81	\$17.26	\$20.72	\$17.35	\$13.88	\$17.35	\$20.82	50.00%
Fort Smith, AR										
Jonesboro, AR	Match	\$20.66	\$16.53	\$20.66	\$24.79	\$21.60	\$17.28	\$21.60	\$25.92	50.00%
Little Rock, AR										
North Little Rock, AR	Match	\$21.03	\$16.48	\$20.03	\$24.53	\$20.49	\$16.05	\$19.51	\$23.90	48.91%
Rogers, AR	Match	\$19.88	\$16.83	\$21.03	\$26.29	\$20.17	\$17.08	\$21.35	\$26.69	56.26%
Springdale, AR	Match	\$18.36	\$18.36	\$22.80	\$27.25	\$18.63	\$18.63	\$23.15	\$27.66	48.47%
Lawrence, KS	Match	\$32.15	\$26.25	\$32.15	\$38.06	\$31.00	\$25.31	\$31.00	\$36.70	45.00%
Manhattan, KS	Match	\$26.22	\$23.66	\$30.59	\$37.51	\$25.55	\$23.05	\$29.80	\$36.55	58.57%
Blue Springs, MO	Match	\$18.52	\$14.82	\$18.52	\$22.23	\$16.73	\$13.39	\$16.73	\$20.08	49.96%
Columbia, MO	Match	\$22.02	\$17.98	\$22.02	\$26.07	\$21.01	\$17.15	\$21.01	\$24.87	45.01%
Florissant, MO	Match	\$20.34	\$16.27	\$20.34	\$24.41	\$18.58	\$14.86	\$18.58	\$22.30	50.07%
O'Fallon, MO	Match	\$31.80	\$25.98	\$31.80	\$37.63	\$29.70	\$24.26	\$29.70	\$35.14	44.85%
Springfield, MO										
St. Joseph, MO	Match	\$18.39	\$15.33	\$18.39	\$22.07	\$17.92	\$14.93	\$17.92	\$21.50	44.01%
Broken Arrow, OK										
Edmond, OK	Match	\$29.36	\$24.09	\$30.12	\$36.14	\$28.01	\$22.99	\$28.73	\$34.48	49.98%
Midwest City, OK		\$24.33	\$18.86	\$24.33	\$29.80	\$23.71	\$18.38	\$23.71	\$29.04	58.00%
Norman, OK										
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$19.33	\$15.46	\$19.33	\$23.19	\$19.62	\$15.69	\$19.62	\$23.54	50.03%
DOL - NWA, AR	Match	\$20.29	\$16.61	\$20.76	\$24.91	\$20.60	\$16.85	\$21.07	\$25.28	50.03%
NOARK, AR	Match	\$22.52	\$19.00	\$23.21	\$27.69	\$22.85	\$19.28	\$23.56	\$28.11	45.80%
AVERAGES		\$22.72	\$18.75	\$23.32	\$28.06	\$22.24	\$18.36	\$22.85	\$27.49	49.69%
City of Fayetteville						\$18.01	\$14.87	\$17.84	\$22.66	52.39%
						\$ Difference	-\$4.23	-\$3.49	-\$5.01	-\$4.83
						% Difference	-23.5%	-23.5%	-28.1%	-21.3%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Recreation Superintendent

Job Description and Qualifications:										
Responsible for planning, developing, promoting, supervising and evaluating a comprehensive recreation program for Parks and Recreation. Oversee recreation staff, programs and Community Center.										
Education						FLSA				
B.S./B.A degree in related field						Exempt				
Related Experience						Supervisory Position				
4 years						Supervisory Position				
Management Experience						Department				
3 years						Parks (120)				
Certificates & Licenses										
Certified Parks and Recreation Professional										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$29.50	\$26.71	\$36.05	\$45.40	\$29.94	\$27.11	\$36.60	\$46.08	69.97%
Conway, AR	Match	\$28.38	\$22.70	\$28.38	\$34.05	\$28.52	\$22.81	\$28.52	\$34.22	50.02%
Fort Smith, AR	Match	\$25.09	\$22.19	\$25.09	\$29.43	\$26.23	\$23.20	\$26.23	\$30.77	32.63%
Jonesboro, AR	Match	\$27.39	\$21.91	\$27.39	\$32.87	\$28.63	\$22.91	\$28.63	\$34.36	49.98%
Little Rock, AR										
North Little Rock, AR	Match	\$30.13	\$19.82	\$24.09	\$30.13	\$29.36	\$19.31	\$23.48	\$29.36	52.05%
Rogers, AR	Match	\$27.65	\$24.09	\$30.12	\$37.65	\$28.06	\$24.46	\$30.57	\$38.21	56.21%
Springdale, AR										
Lawrence, KS										
Manhattan, KS										
Blue Springs, MO	Match	\$33.44	\$26.75	\$33.44	\$40.13	\$30.21	\$24.17	\$30.21	\$36.25	49.98%
Columbia, MO	Match	\$32.24	\$25.80	\$32.24	\$38.69	\$30.76	\$24.61	\$30.76	\$36.92	50.02%
Florissant, MO	Match	\$30.36	\$24.29	\$30.36	\$36.43	\$27.73	\$22.19	\$27.73	\$33.28	49.98%
O'Fallon, MO	Match	\$41.54	\$30.13	\$36.35	\$42.58	\$38.79	\$28.14	\$33.95	\$39.76	41.29%
Springfield, MO	Match	\$39.67	\$31.73	\$39.67	\$47.60	\$39.46	\$31.57	\$39.46	\$47.35	49.98%
St. Joseph, MO	Match	\$32.93	\$27.45	\$32.93	\$39.52	\$32.09	\$26.74	\$32.09	\$38.51	44.02%
Broken Arrow, OK	Match	\$24.07	\$22.35	\$27.92	\$34.01	\$23.70	\$22.01	\$27.49	\$33.49	52.16%
Edmond, OK										
Midwest City, OK	Match	\$34.04	\$27.79	\$34.04	\$40.29	\$33.17	\$27.07	\$33.17	\$39.26	45.03%
Norman, OK	Match	\$41.12	\$33.93	\$41.12	\$48.31	\$40.90	\$33.75	\$40.90	\$48.05	42.37%
Stillwater, OK	Match	\$36.88	\$29.50	\$36.88	\$44.26	\$35.94	\$28.75	\$35.94	\$43.12	49.98%
CompAnalyst-72703, AR	Match	\$35.57	\$25.61	\$32.01	\$38.41	\$36.10	\$25.99	\$32.49	\$38.99	50.02%
DOL - NWA, AR	Match	\$34.03	\$25.95	\$32.43	\$38.92	\$34.54	\$26.34	\$32.92	\$39.50	49.96%
NOARK, AR	Match	\$34.61	\$26.06	\$33.36	\$41.04	\$35.13	\$26.45	\$33.86	\$41.66	57.50%
AVERAGES		\$32.56	\$26.04	\$32.31	\$38.93	\$32.07	\$25.66	\$31.84	\$38.38	49.54%
City of Fayetteville						\$31.88	\$23.54	\$28.25	\$35.87	52.38%
						\$ Difference	-\$0.19	-\$2.12	-\$3.59	-\$2.51
						% Difference	-0.6%	-9.0%	-12.7%	-7.0%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Recycling-Trash Collection Dir

Job Description and Qualifications:										
Oversee the operations of the Recycling and Trash Collection Division which includes collection, disposal, transfer, recycling and compost operations. Ensure division operations are in compliance with regulatory and legal requirements.										
Education						FLSA				
H.S. Diploma/ GED Associate's degree or B.S./B.A. degree						Exempt				
Related Experience						Supervisory Position				
8 years with HS; 6 years with AA; 4 years with BS/BA						Supervisory Position				
Management Experience						Department				
3 years						Solid Waste (140)				
Certificates & Licenses										
Solid Waste Facility Operators License										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$41.19	\$32.95	\$41.19	\$49.43	\$41.39	\$33.11	\$41.39	\$49.67	50.02%
Fort Smith, AR										
Jonesboro, AR	Match	\$35.67	\$28.54	\$35.67	\$42.81	\$37.29	\$29.83	\$37.29	\$44.75	50.02%
Little Rock, AR										
North Little Rock, AR	Match	\$34.66	\$27.73	\$34.66	\$41.60	\$33.78	\$27.02	\$33.78	\$40.53	50.00%
Rogers, AR	Match	\$42.26	\$35.72	\$44.65	\$55.82	\$42.89	\$36.26	\$45.32	\$56.65	56.23%
Springdale, AR										
Lawrence, KS	Match	\$36.01	\$29.40	\$36.01	\$42.63	\$34.73	\$28.35	\$34.73	\$41.10	44.97%
Manhattan, KS										
Blue Springs, MO	Match	\$38.46	\$30.76	\$38.46	\$41.34	\$34.74	\$27.79	\$34.74	\$37.34	34.36%
Columbia, MO	Match	\$50.98	\$38.48	\$50.98	\$63.49	\$48.64	\$36.71	\$48.64	\$60.57	65.00%
Florissant, MO	Match	\$36.30	\$29.04	\$36.30	\$43.56	\$33.16	\$26.53	\$33.16	\$39.79	49.98%
O'Fallon, MO	Match	\$42.58	\$33.26	\$39.55	\$45.84	\$39.76	\$31.06	\$36.93	\$42.81	37.83%
Springfield, MO										
St. Joseph, MO	Match	\$39.23	\$32.69	\$39.23	\$47.07	\$38.22	\$31.85	\$38.22	\$45.87	44.02%
Broken Arrow, OK	Match	\$37.55	\$24.68	\$30.82	\$37.55	\$36.97	\$24.29	\$30.34	\$36.97	52.20%
Edmond, OK	Match	\$57.42	\$38.28	\$47.85	\$57.42	\$54.79	\$36.52	\$45.65	\$54.79	50.03%
Midwest City, OK	Match	\$39.00	\$31.83	\$39.00	\$46.16	\$38.00	\$31.02	\$38.00	\$44.98	45.00%
Norman, OK	Match	\$44.64	\$33.93	\$41.12	\$48.31	\$44.41	\$33.75	\$40.90	\$48.05	42.37%
Stillwater, OK	Match	\$43.75	\$35.00	\$43.75	\$52.50	\$42.63	\$34.10	\$42.63	\$51.16	50.03%
CompAnalyst-72703, AR	Match	\$52.05	\$41.64	\$52.05	\$62.46	\$52.83	\$42.27	\$52.83	\$63.40	49.99%
DOL - NWA, AR	Match	\$53.63	\$39.49	\$49.36	\$59.23	\$54.43	\$40.08	\$50.10	\$60.12	50.00%
NOARK, AR	Match	\$50.98	\$39.61	\$50.43	\$61.53	\$51.75	\$40.20	\$51.18	\$62.45	55.35%
AVERAGES		\$43.13	\$33.50	\$41.73	\$49.93	\$42.25	\$32.82	\$40.88	\$48.94	49.13%
City of Fayetteville						\$44.15	\$30.04	\$36.05	\$45.78	52.40%
						\$ Difference	\$1.90	-\$2.78	-\$4.83	-\$3.16
						% Difference	4.3%	-9.3%	-13.4%	-6.9%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Route Driver

Job Description and Qualifications:										
Operate a variety of equipment and trucks to assist in the day-to-day collection of trash and recycling on assigned routes. Perform pre and post trip inspections on a daily basis. Collect and separate recyclable items.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
1 year						Non-Supervisory				
Management Experience						Department				
						Solid Waste (140)				
Certificates & Licenses										
Class "B" CDL										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$15.09	\$12.07	\$15.09	\$18.11	\$15.17	\$12.13	\$15.17	\$18.20	50.04%
Fort Smith, AR	Match	\$15.60	\$12.91	\$15.60	\$18.30	\$16.31	\$13.50	\$16.31	\$19.13	41.70%
Jonesboro, AR	Match	\$17.94	\$14.35	\$17.94	\$21.53	\$18.76	\$15.00	\$18.76	\$22.51	50.07%
Little Rock, AR										
North Little Rock, AR	Match	\$18.63	\$13.09	\$16.53	\$20.87	\$18.15	\$12.76	\$16.11	\$20.34	59.40%
Rogers, AR	Match	\$17.76	\$13.91	\$17.64	\$21.68	\$18.03	\$14.12	\$17.90	\$22.00	55.81%
Springdale, AR										
Lawrence, KS	Match	\$19.90	\$16.38	\$19.90	\$23.42	\$19.19	\$15.79	\$19.19	\$22.59	43.07%
Manhattan, KS										
Blue Springs, MO	Match	\$18.52	\$14.82	\$18.52	\$22.23	\$16.73	\$13.39	\$16.73	\$20.08	49.96%
Columbia, MO	Match	\$19.59	\$15.99	\$19.59	\$23.19	\$18.69	\$15.26	\$18.69	\$22.12	44.95%
Florissant, MO	Match	\$18.21	\$14.57	\$18.21	\$21.85	\$16.64	\$13.31	\$16.64	\$19.96	49.96%
O'Fallon, MO	Match	\$17.99	\$17.50	\$21.43	\$25.36	\$16.79	\$16.34	\$20.01	\$23.68	44.92%
Springfield, MO										
St. Joseph, MO	Match	\$20.66	\$17.22	\$20.66	\$24.80	\$20.13	\$16.78	\$20.13	\$24.16	43.98%
Broken Arrow, OK	Match	\$18.30	\$15.06	\$18.81	\$22.91	\$18.01	\$14.83	\$18.52	\$22.56	52.12%
Edmond, OK	Match	\$18.52	\$14.81	\$18.52	\$22.22	\$17.67	\$14.13	\$17.67	\$21.20	50.04%
Midwest City, OK	Match	\$16.65	\$12.90	\$16.65	\$20.39	\$16.22	\$12.57	\$16.22	\$19.87	58.07%
Norman, OK	Match	\$19.60	\$16.17	\$19.60	\$23.02	\$19.49	\$16.08	\$19.49	\$22.90	42.41%
Stillwater, OK	Match	\$17.84	\$14.94	\$17.84	\$21.31	\$17.38	\$14.56	\$17.38	\$20.76	42.58%
CompAnalyst-72703, AR	Match	\$17.12	\$13.46	\$16.83	\$20.19	\$17.37	\$13.66	\$17.08	\$20.50	50.07%
DOL - NWA, AR	Match	\$19.09	\$14.37	\$17.97	\$21.56	\$19.38	\$14.59	\$18.24	\$21.88	49.97%
NOARK, AR	Match	\$18.93	\$15.20	\$18.13	\$21.58	\$19.22	\$15.42	\$18.40	\$21.91	42.09%
AVERAGES		\$18.21	\$14.72	\$18.18	\$21.82	\$17.86	\$14.43	\$17.82	\$21.39	48.18%
City of Fayetteville						\$18.23	\$13.49	\$16.18	\$20.55	52.34%
						\$ Difference	\$0.37	-\$0.94	-\$1.64	-\$0.84
						% Difference	2.0%	-7.0%	-10.2%	-4.1%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Senior Planner

Job Description and Qualifications:										
Review development and zoning proposals to ensure that the projects are in compliance with the City's ordinances and policies. Review building permits for commercial, multi- family, and certain single family structures. Provide development proposal responses to applicants/developers.										
Education						FLSA				
B.A. or B.S. in a related field						Exempt				
Related Experience						Supervisory Position				
3 years						Supervisory Position				
Management Experience						Department				
Prefer previous project mgmt. or supervisory experience						Planning (230)				
Certificates & Licenses										
AICP Certification preferred										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$29.65	\$24.73	\$33.39	\$42.04	\$30.09	\$25.10	\$33.89	\$42.67	70.00%
Conway, AR	Match	\$23.00	\$18.40	\$23.00	\$27.60	\$23.11	\$18.49	\$23.11	\$27.73	49.97%
Fort Smith, AR	Match	\$28.11	\$21.85	\$28.11	\$34.35	\$29.39	\$22.84	\$29.39	\$35.91	57.22%
Jonesboro, AR	Match	\$24.80	\$19.84	\$24.80	\$29.76	\$25.93	\$20.74	\$25.93	\$31.11	50.00%
Little Rock, AR	Match	\$24.99	\$24.99	\$31.74	\$38.48	\$24.35	\$24.35	\$30.92	\$37.50	54.00%
North Little Rock, AR										
Rogers, AR	Match	\$22.23	\$17.80	\$22.24	\$27.81	\$22.57	\$18.06	\$22.58	\$28.22	56.26%
Springdale, AR	Match	\$37.27	\$29.82	\$37.27	\$44.73	\$37.83	\$30.26	\$37.83	\$45.40	50.03%
Lawrence, KS	Match	\$36.01	\$29.40	\$36.01	\$42.63	\$34.73	\$28.35	\$34.73	\$41.10	44.97%
Manhattan, KS	Match	\$30.99	\$27.27	\$35.28	\$43.29	\$30.20	\$26.57	\$34.38	\$42.18	58.75%
Blue Springs, MO	Match	\$26.38	\$21.10	\$26.38	\$31.65	\$23.83	\$19.06	\$23.83	\$28.59	50.00%
Columbia, MO	Match	\$29.79	\$23.83	\$29.79	\$35.74	\$28.42	\$22.74	\$28.42	\$34.10	49.96%
Florissant, MO	Match	\$25.09	\$20.07	\$25.09	\$30.11	\$22.92	\$18.34	\$22.92	\$27.50	49.95%
O'Fallon, MO										
Springfield, MO	Match	\$28.96	\$23.17	\$28.96	\$34.76	\$28.81	\$23.05	\$28.81	\$34.57	49.98%
St. Joseph, MO	Match	\$32.93	\$27.45	\$32.93	\$39.52	\$32.09	\$26.74	\$32.09	\$38.51	44.02%
Broken Arrow, OK	Match	\$27.92	\$22.35	\$27.92	\$34.01	\$27.49	\$22.01	\$27.49	\$33.49	52.16%
Edmond, OK										
Midwest City, OK	Match	\$24.33	\$18.86	\$24.33	\$29.80	\$23.71	\$18.38	\$23.71	\$29.04	58.00%
Norman, OK	Match	\$37.59	\$26.93	\$32.64	\$38.35	\$37.39	\$26.79	\$32.47	\$38.14	42.37%
Stillwater, OK	Match	\$23.99	\$20.09	\$23.99	\$28.64	\$23.38	\$19.58	\$23.38	\$27.91	42.54%
CompAnalyst-72703, AR	Match	\$28.17	\$21.58	\$26.97	\$32.37	\$28.60	\$21.90	\$27.38	\$32.85	50.00%
DOL - NWA, AR	Match	\$27.27	\$21.79	\$27.24	\$32.69	\$27.68	\$22.12	\$27.65	\$33.18	50.00%
NOARK, AR	Match	\$25.81	\$20.66	\$25.68	\$31.07	\$26.20	\$20.97	\$26.06	\$31.54	50.41%
AVERAGES		\$28.35	\$22.95	\$28.75	\$34.73	\$28.03	\$22.69	\$28.43	\$34.34	51.38%
City of Fayetteville						\$24.04	\$21.35	\$25.62	\$32.54	52.41%
						\$ Difference	-\$3.99	-\$1.34	-\$2.81	-\$1.80
						% Difference	-16.6%	-6.3%	-11.0%	-5.5%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Shelter Attendant

Job Description and Qualifications:										
Maintain and clean animal shelter facility. Feed and socialize with animals. Perform first level examinations and assist public with animal adoptions. Assist with animal medical procedures.										
Education						FLSA				
H.S. Diploma or GED						Non-Exempt				
Related Experience						Supervisory Position				
						Non-Supervisory				
Management Experience						Department				
						Animal Services (330)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$11.16	\$8.93	\$11.16	\$13.39	\$11.21	\$8.97	\$11.21	\$13.46	50.06%
Fort Smith, AR										
Jonesboro, AR	Match	\$14.80	\$11.84	\$14.80	\$17.77	\$15.48	\$12.38	\$15.48	\$18.57	50.00%
Little Rock, AR	Match	\$13.28	\$13.28	\$15.94	\$18.60	\$12.94	\$12.94	\$15.53	\$18.12	40.03%
North Little Rock, AR	Above	\$20.80	\$14.08	\$17.11	\$20.80	\$20.27	\$13.72	\$16.68	\$20.27	47.74%
Rogers, AR	Match	\$10.76	\$10.04	\$12.55	\$15.69	\$10.92	\$10.19	\$12.74	\$15.93	56.33%
Springdale, AR	Match	\$11.69	\$11.46	\$14.24	\$17.02	\$11.87	\$11.63	\$14.46	\$17.28	48.58%
Lawrence, KS										
Manhattan, KS	Match	\$14.23	\$13.84	\$17.83	\$21.82	\$13.86	\$13.49	\$17.37	\$21.26	57.60%
Blue Springs, MO	Match	\$13.59	\$10.87	\$13.59	\$16.31	\$12.28	\$9.82	\$12.28	\$14.73	50.00%
Columbia, MO	Match	\$12.74	\$10.84	\$12.74	\$14.63	\$12.15	\$10.34	\$12.15	\$13.96	35.01%
Florissant, MO	Match	\$11.78	\$9.42	\$11.78	\$14.13	\$10.76	\$8.61	\$10.76	\$12.91	49.94%
O'Fallon, MO										
Springfield, MO	Match	\$12.40	\$9.92	\$12.40	\$14.88	\$12.33	\$9.87	\$12.33	\$14.80	49.95%
St. Joseph, MO	Match	\$17.35	\$14.46	\$17.35	\$20.82	\$16.91	\$14.09	\$16.91	\$20.29	44.00%
Broken Arrow, OK	Match	\$16.62	\$12.98	\$16.22	\$19.76	\$16.36	\$12.78	\$15.97	\$19.45	52.19%
Edmond, OK	Match	\$13.82	\$12.63	\$15.79	\$18.95	\$13.18	\$12.05	\$15.07	\$18.08	50.04%
Midwest City, OK	Above	\$20.49	\$15.88	\$20.49	\$25.09	\$19.96	\$15.48	\$19.96	\$24.45	57.95%
Norman, OK	Match	\$17.87	\$13.58	\$16.46	\$19.33	\$17.77	\$13.51	\$16.37	\$19.23	42.34%
Stillwater, OK	Match	\$12.14	\$10.18	\$12.14	\$14.50	\$11.83	\$9.92	\$11.83	\$14.13	42.44%
CompAnalyst-72703, AR	Match	\$14.19	\$11.35	\$14.19	\$17.03	\$14.41	\$11.52	\$14.41	\$17.29	50.09%
DOL - NWA, AR	Match	\$12.07	\$10.06	\$12.57	\$15.08	\$12.26	\$10.21	\$12.76	\$15.31	49.95%
NOARK, AR	Match	\$12.24	\$10.13	\$12.08	\$14.50	\$12.43	\$10.28	\$12.26	\$14.72	43.19%
AVERAGES		\$14.20	\$11.79	\$14.57	\$17.51	\$13.96	\$11.59	\$14.33	\$17.21	48.51%
City of Fayetteville						\$11.78	\$10.60	\$12.72	\$16.16	52.45%
\$ Difference						-\$2.18	-\$0.99	-\$1.61	-\$1.05	
% Difference						-18.5%	-9.3%	-12.6%	-6.5%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Staff Engineer

Job Description and Qualifications:										
Performs professional engineering work, including design of public works facilities, specifications and submittals for compliance with City requirements and coordination of other engineering tasks.										
Education						FLSA				
B.A./B.S. Degree in Engineering Prefer Master's in Engineering						Exempt				
Related Experience						Supervisory Position				
4 years/2 years						Non-Supervisory				
Management Experience						Department				
						Engineering (110)				
Certificates & Licenses										
Professional Engineering License										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$33.44	\$26.75	\$33.44	\$40.13	\$33.60	\$26.88	\$33.60	\$40.32	50.00%
Fort Smith, AR	Match	\$32.86	\$25.54	\$32.86	\$40.14	\$34.35	\$26.70	\$34.35	\$41.96	57.15%
Jonesboro, AR	Match	\$39.81	\$31.85	\$39.81	\$47.78	\$41.62	\$33.30	\$41.62	\$49.95	50.00%
Little Rock, AR										
North Little Rock, AR	Match	\$31.44	\$25.16	\$31.44	\$37.73	\$30.64	\$24.51	\$30.64	\$36.77	50.02%
Rogers, AR	Match	\$38.55	\$31.85	\$39.81	\$49.76	\$39.13	\$32.32	\$40.41	\$50.51	56.28%
Springdale, AR	Match	\$30.68	\$23.54	\$29.25	\$34.96	\$31.14	\$23.90	\$29.69	\$35.48	48.45%
Lawrence, KS										
Manhattan, KS	Match	\$42.77	\$33.03	\$42.77	\$52.51	\$41.68	\$32.18	\$41.68	\$51.17	59.01%
Blue Springs, MO	Match	\$33.44	\$26.75	\$33.44	\$40.13	\$30.21	\$24.17	\$30.21	\$36.25	49.98%
Columbia, MO	Match	\$33.51	\$26.81	\$33.51	\$40.21	\$31.97	\$25.58	\$31.97	\$38.37	50.00%
Florissant, MO	Match	\$30.97	\$24.78	\$30.97	\$37.16	\$28.29	\$22.63	\$28.29	\$33.95	50.02%
O'Fallon, MO	Match	\$39.53	\$33.26	\$39.55	\$45.84	\$36.92	\$31.06	\$36.93	\$42.81	37.83%
Springfield, MO	Match	\$37.35	\$29.88	\$37.35	\$44.82	\$37.15	\$29.72	\$37.15	\$44.58	50.00%
St. Joseph, MO	Match	\$39.23	\$32.69	\$39.23	\$47.07	\$38.22	\$31.85	\$38.22	\$45.87	44.02%
Broken Arrow, OK	Match	\$33.06	\$24.68	\$33.06	\$41.44	\$32.55	\$24.29	\$32.55	\$40.80	67.97%
Edmond, OK										
Midwest City, OK	Match	\$31.56	\$25.76	\$31.56	\$37.36	\$30.75	\$25.10	\$30.75	\$36.40	45.02%
Norman, OK										
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$37.36	\$29.88	\$37.36	\$44.83	\$37.92	\$30.33	\$37.92	\$45.50	50.02%
DOL - NWA, AR	Match	\$34.79	\$26.96	\$33.69	\$40.43	\$35.31	\$27.36	\$34.20	\$41.04	50.00%
NOARK, AR	Match	\$37.94	\$30.11	\$37.63	\$45.16	\$38.51	\$30.56	\$38.20	\$45.84	50.00%
AVERAGES		\$35.46	\$28.29	\$35.37	\$42.64	\$35.00	\$27.91	\$34.91	\$42.09	50.78%
City of Fayetteville						\$34.50	\$27.25	\$32.70	\$41.53	52.40%
\$ Difference						-\$0.50	-\$0.66	-\$2.21	-\$0.56	
% Difference						-1.4%	-2.4%	-6.8%	-1.3%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Sustainability + Parking Dir.

Job Description and Qualifications:										
Oversee operations and policy formulation for the City's sustainability and strategic planning. Directs the activities of the Sustainability Department including oversight of the Parking Division.										
Education						FLSA				
Bachelor's degree in Engineering, Urban Planning, Environmental Sciences						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
2 years										
Certificates & Licenses										
Licensed Professional Engineer or equivalent preferred										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$38.87	\$31.10	\$38.87	\$46.65	\$39.06	\$31.25	\$39.06	\$46.87	49.98%
Fort Smith, AR										
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR										
Rogers, AR	Match	\$42.43	\$33.79	\$42.23	\$52.79	\$43.07	\$34.29	\$42.86	\$53.58	56.26%
Springdale, AR										
Lawrence, KS										
Manhattan, KS										
Blue Springs, MO	Match	\$38.46	\$30.76	\$38.46	\$46.15	\$34.74	\$27.79	\$34.74	\$41.69	50.02%
Columbia, MO	Match	\$44.33	\$34.77	\$44.33	\$53.90	\$42.30	\$33.18	\$42.30	\$51.42	54.97%
Florissant, MO										
O'Fallon, MO										
Springfield, MO	Below	\$30.04	\$24.03	\$30.04	\$36.05	\$29.88	\$23.90	\$29.88	\$35.86	50.04%
St. Joseph, MO	Match	\$39.23	\$32.65	\$39.23	\$47.07	\$38.22	\$31.81	\$38.22	\$45.87	44.20%
Broken Arrow, OK										
Edmond, OK										
Midwest City, OK										
Norman, OK										
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$40.34	\$30.73	\$38.41	\$46.10	\$40.94	\$31.19	\$38.99	\$46.79	50.02%
DOL - NWA, AR	Match	\$39.84	\$30.03	\$37.53	\$45.04	\$40.44	\$30.48	\$38.10	\$45.72	50.00%
NOARK, AR	Match	\$50.24	\$38.86	\$48.36	\$58.44	\$50.99	\$39.44	\$49.08	\$59.31	50.38%
AVERAGES		\$40.42	\$31.86	\$39.72	\$48.02	\$39.96	\$31.48	\$39.25	\$47.46	50.75%
City of Fayetteville						\$38.72	\$28.61	\$34.33	\$43.60	52.39%
						\$ Difference	-\$1.24	-\$2.87	-\$4.92	-\$3.86
						% Difference	-3.2%	-10.0%	-14.3%	-8.8%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Technical Support Specialist

Job Description and Qualifications:										
Perform installation and troubleshooting of personal computers, virtual computers, tablet devices, desktop software, and peripheral devices. Expertise on operations and applications of City standard P.C.'s.										
Education						FLSA				
H.S. Diploma B.S. / B.A. related field						Non-Exempt				
Related Experience						Supervisory Position				
5 years or 3 years with BS/BA						Non-Supervisory				
Management Experience						Department				
						Information Technologies (370)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$22.49	\$17.99	\$22.49	\$26.99	\$22.60	\$18.08	\$22.60	\$27.12	50.00%
Fort Smith, AR	Match	\$22.38	\$18.50	\$22.38	\$26.24	\$23.40	\$19.34	\$23.40	\$27.43	41.83%
Jonesboro, AR	Match	\$18.84	\$15.07	\$18.84	\$22.60	\$19.69	\$15.75	\$19.69	\$23.63	50.03%
Little Rock, AR	Match	\$21.00	\$16.54	\$21.00	\$25.47	\$20.47	\$16.11	\$20.47	\$24.82	54.07%
North Little Rock, AR	Match	\$26.78	\$21.43	\$26.78	\$32.14	\$26.10	\$20.88	\$26.10	\$31.32	50.00%
Rogers, AR	Match	\$23.05	\$20.22	\$25.27	\$31.59	\$23.40	\$20.52	\$25.65	\$32.07	56.29%
Springdale, AR	Match	\$18.26	\$16.97	\$21.09	\$25.20	\$18.53	\$17.23	\$21.40	\$25.58	48.46%
Lawrence, KS	Match	\$28.71	\$23.44	\$28.71	\$33.98	\$27.68	\$22.60	\$27.68	\$32.77	45.00%
Manhattan, KS	Match	\$19.97	\$19.56	\$25.25	\$30.94	\$19.46	\$19.06	\$24.60	\$30.15	58.18%
Blue Springs, MO	Match	\$20.84	\$16.67	\$20.84	\$25.01	\$18.83	\$15.06	\$18.83	\$22.59	50.00%
Columbia, MO	Match	\$26.48	\$21.61	\$26.48	\$31.34	\$25.26	\$20.62	\$25.26	\$29.90	45.00%
Florissant, MO	Match	\$27.60	\$22.08	\$27.60	\$33.12	\$25.21	\$20.17	\$25.21	\$30.26	50.02%
O'Fallon, MO	Match	\$21.86	\$21.33	\$26.11	\$30.89	\$20.41	\$19.92	\$24.38	\$28.84	44.78%
Springfield, MO	Match	\$17.48	\$13.98	\$17.48	\$20.98	\$17.39	\$13.91	\$17.39	\$20.86	49.96%
St. Joseph, MO	Match	\$26.09	\$20.65	\$26.09	\$31.30	\$25.42	\$20.12	\$25.42	\$30.50	51.59%
Broken Arrow, OK	Match	\$20.76	\$19.28	\$24.07	\$29.33	\$20.44	\$18.98	\$23.70	\$28.88	52.16%
Edmond, OK	Match	\$23.44	\$20.27	\$25.34	\$30.41	\$22.36	\$19.34	\$24.18	\$29.01	50.00%
Midwest City, OK	match	\$24.33	\$18.86	\$24.33	\$29.80	\$23.71	\$18.38	\$23.71	\$29.04	58.00%
Norman, OK	Match	\$24.50	\$21.78	\$26.40	\$31.01	\$24.37	\$21.66	\$26.26	\$30.85	42.43%
Stillwater, OK	Match	\$22.61	\$18.93	\$22.61	\$27.00	\$22.03	\$18.45	\$22.03	\$26.31	42.60%
CompAnalyst-72703, AR	Match	\$24.33	\$18.73	\$23.41	\$28.10	\$24.69	\$19.01	\$23.76	\$28.52	50.03%
DOL - NWA, AR	Match	\$24.51	\$19.26	\$24.08	\$28.89	\$24.88	\$19.55	\$24.44	\$29.33	50.03%
NOARK, AR	Match	\$28.97	\$24.40	\$30.78	\$37.37	\$29.41	\$24.77	\$31.24	\$37.93	53.13%
AVERAGES		\$23.27	\$19.46	\$24.24	\$29.12	\$22.86	\$19.11	\$23.80	\$28.60	49.65%
City of Fayetteville						\$26.95	\$21.35	\$25.62	\$32.54	52.41%
						\$ Difference	\$4.09	\$2.24	\$1.82	\$3.94
						% Difference	15.2%	10.5%	7.1%	12.1%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Traffic Control Supervisor

Job Description and Qualifications:										
Manage the design, construction, maintenance, operations and coordination of signals, closed loop signals and radio system. Coordinate the installation, inspection, maintenance and repair of traffic control signal communication networks, ITS field components, CCTV video cameras and traffic detection systems. Oversee the design, fabrication, installation, inventory and maintenance of traffic signage. Responsible for installation and maintenance of pavement markings for pedestrian crossings and speed tables.										
Education						FLSA				
H.S. Diploma or GED						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
3 years						Transportation (130)				
Certificates & Licenses										
ISMA Signs and Marking I ISMA Traffic Signals II MUTCD Certifications										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$25.52	\$20.42	\$25.52	\$30.62	\$25.64	\$20.51	\$25.64	\$30.77	50.02%
Fort Smith, AR	Match	\$28.11	\$21.85	\$28.11	\$34.35	\$29.39	\$22.84	\$29.39	\$35.91	57.22%
Jonesboro, AR	Match	\$31.53	\$25.22	\$31.53	\$37.84	\$32.96	\$26.37	\$32.96	\$39.56	50.02%
Little Rock, AR										
North Little Rock, AR	Match	\$30.13	\$24.11	\$30.13	\$36.16	\$29.36	\$23.49	\$29.36	\$35.23	49.98%
Rogers, AR	Match	\$24.00	\$20.22	\$25.27	\$31.59	\$24.36	\$20.52	\$25.65	\$32.07	56.29%
Springdale, AR	Match	\$27.53	\$22.16	\$27.53	\$32.90	\$27.94	\$22.49	\$27.94	\$33.40	48.51%
Lawrence, KS	Match	\$28.71	\$23.44	\$28.71	\$33.98	\$27.68	\$22.60	\$27.68	\$32.77	45.00%
Manhattan, KS	Match	\$34.59	\$24.83	\$32.12	\$39.40	\$33.70	\$24.19	\$31.29	\$38.39	58.70%
Blue Springs, MO	Match	\$23.44	\$18.76	\$23.44	\$28.13	\$21.17	\$16.95	\$21.17	\$25.41	49.91%
Columbia, MO	Match	\$26.68	\$21.75	\$26.68	\$31.54	\$25.45	\$20.75	\$25.45	\$30.09	45.01%
Florissant, MO	Match	\$28.09	\$22.47	\$28.09	\$33.70	\$25.66	\$20.53	\$25.66	\$30.79	49.98%
O'Fallon, MO	Match	\$27.43	\$22.40	\$27.43	\$32.45	\$25.61	\$20.92	\$25.61	\$30.30	44.84%
Springfield, MO	Match	\$27.14	\$21.71	\$27.14	\$32.57	\$27.00	\$21.60	\$27.00	\$32.40	50.00%
St. Joseph, MO	Match	\$27.65	\$23.04	\$27.65	\$33.18	\$26.94	\$22.45	\$26.94	\$32.33	44.01%
Broken Arrow, OK	Match	\$20.76	\$16.62	\$20.76	\$25.29	\$20.44	\$16.36	\$20.44	\$24.90	52.20%
Edmond, OK										
Midwest City, OK	Match	\$36.52	\$29.81	\$36.52	\$43.23	\$35.58	\$29.05	\$35.58	\$42.12	44.99%
Norman, OK	Match	\$34.08	\$26.93	\$32.64	\$38.35	\$33.90	\$26.79	\$32.47	\$38.14	42.37%
Stillwater, OK										
CompAnalyst-72703, AR	Match	\$27.55	\$21.50	\$26.88	\$32.25	\$27.96	\$21.82	\$27.28	\$32.73	50.00%
DOL - NWA, AR	Match	\$28.36	\$21.62	\$27.03	\$32.43	\$28.79	\$21.95	\$27.43	\$32.92	49.98%
NOARK, AR	Match	\$30.53	\$24.02	\$30.02	\$36.03	\$30.99	\$24.38	\$30.47	\$36.57	50.00%
AVERAGES		\$28.42	\$22.64	\$28.16	\$33.80	\$28.03	\$22.33	\$27.77	\$33.34	49.32%
City of Fayetteville						\$28.92	\$18.97	\$22.77	\$28.92	52.45%
\$ Difference						\$0.89	-\$3.36	-\$5.00	-\$4.42	
% Difference						3.1%	-17.7%	-22.0%	-15.3%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Transportation Services Dir

Job Description and Qualifications:										
Oversee fleet, airport, transportation and recycling and trash divisions. Monitor the delivery of municipal services through assigned division heads to ensure the Mayor's and City Council's plan are implemented.										
Education						FLSA				
B.S. / B.A. in related field						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
5 years						Transportation (130)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$41.44	\$33.15	\$41.44	\$49.73	\$41.64	\$33.32	\$41.64	\$49.97	49.97%
Fort Smith, AR										
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR										
Rogers, AR	Match	\$46.49	\$39.60	\$49.50	\$61.87	\$47.18	\$40.19	\$50.24	\$62.80	56.26%
Springdale, AR										
Lawrence, KS	Match	\$36.01	\$29.40	\$36.01	\$42.63	\$34.73	\$28.35	\$34.73	\$41.10	44.97%
Manhattan, KS	Match	\$43.29	\$27.27	\$35.28	\$43.29	\$42.18	\$26.57	\$34.38	\$42.18	58.75%
Blue Springs, MO	Match	\$50.86	\$39.89	\$50.86	\$61.83	\$45.94	\$36.03	\$45.94	\$55.85	55.01%
Columbia, MO	Match	\$58.63	\$44.25	\$58.63	\$73.01	\$55.94	\$42.22	\$55.94	\$69.66	64.99%
Florissant, MO	Match	\$49.47	\$39.58	\$49.47	\$59.36	\$45.19	\$36.15	\$45.19	\$54.23	50.01%
O'Fallon, MO										
Springfield, MO	Below	\$33.64	\$26.91	\$33.64	\$40.37	\$33.46	\$26.77	\$33.46	\$40.15	49.98%
St. Joseph, MO	Match	\$52.49	\$43.74	\$52.49	\$62.99	\$51.15	\$42.62	\$51.15	\$61.38	44.02%
Broken Arrow, OK										
Edmond, OK										
Midwest City, OK	Match	\$39.00	\$31.83	\$39.00	\$46.16	\$38.00	\$31.02	\$38.00	\$44.98	45.00%
Norman, OK										
Stillwater, OK	Match	\$45.91	\$36.73	\$45.91	\$55.10	\$44.74	\$35.79	\$44.74	\$53.69	50.01%
CompAnalyst-72703, AR	Match	\$57.91	\$41.69	\$52.12	\$62.54	\$58.78	\$42.32	\$52.90	\$63.48	50.00%
DOL - NWA, AR	Match	\$58.05	\$41.52	\$51.90	\$62.28	\$58.92	\$42.14	\$52.68	\$63.22	50.02%
NOARK, AR	Match	\$54.87	\$42.88	\$53.59	\$64.31	\$55.69	\$43.52	\$54.40	\$65.28	50.00%
AVERAGES		\$47.72	\$37.03	\$46.42	\$56.11	\$46.68	\$36.22	\$45.39	\$54.86	51.47%
City of Fayetteville						\$53.00	\$34.78	\$41.73	\$53.00	52.39%
\$ Difference						\$6.32	-\$1.44	-\$3.65	-\$1.86	
% Difference						11.9%	-4.1%	-8.8%	-3.5%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Utilities Director

Job Description and Qualifications:										
Responsible for overseeing water and wastewater operations, maintenance, capital planning, and contracting.										
Education						FLSA				
B.S. / B.A. Engineering Master's preferred						Exempt				
Related Experience						Supervisory Position				
6 years						Supervisory Position				
Management Experience						Department				
6 years						Water & Sewer (160)				
Certificates & Licenses										
Licensed Professional Engineer preferred										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$54.33	\$36.34	\$49.05	\$61.75	\$55.14	\$36.89	\$49.78	\$62.68	69.91%
Conway, AR	Match	\$41.44	\$33.15	\$41.44	\$49.73	\$41.64	\$33.32	\$41.64	\$49.97	49.97%
Fort Smith, AR	Match	\$42.61	\$33.11	\$42.61	\$52.11	\$44.55	\$34.61	\$44.55	\$54.48	57.41%
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR	Match	\$47.14	\$37.71	\$47.14	\$56.57	\$45.93	\$36.75	\$45.93	\$55.12	49.99%
Rogers, AR	Match	\$52.02	\$41.54	\$51.92	\$64.90	\$52.80	\$42.16	\$52.70	\$65.88	56.26%
Springdale, AR										
Lawrence, KS	Match	\$58.18	\$47.50	\$58.18	\$68.87	\$56.10	\$45.80	\$56.10	\$66.41	45.00%
Manhattan, KS	Match	\$46.78	\$36.34	\$47.06	\$57.78	\$45.58	\$35.41	\$45.86	\$56.30	58.99%
Blue Springs, MO	Match	\$50.86	\$39.89	\$50.86	\$61.83	\$45.94	\$36.03	\$45.94	\$55.85	55.01%
Columbia, MO	Match	\$58.63	\$44.25	\$58.63	\$73.01	\$55.94	\$42.22	\$55.94	\$69.66	64.99%
Florissant, MO	Match	\$49.47	\$39.58	\$49.47	\$59.36	\$45.19	\$36.15	\$45.19	\$54.23	50.01%
O'Fallon, MO										
Springfield, MO										
St. Joseph, MO	Match	\$52.49	\$43.74	\$52.49	\$62.99	\$51.15	\$42.62	\$51.15	\$61.38	44.02%
Broken Arrow, OK	Match	\$61.30	\$48.91	\$58.33	\$72.69	\$60.35	\$48.16	\$57.43	\$71.56	48.59%
Edmond, OK	Match	\$44.26	\$38.28	\$47.85	\$57.42	\$42.23	\$36.52	\$45.65	\$54.79	50.03%
Midwest City, OK	Match	\$39.00	\$31.83	\$39.00	\$46.16	\$38.00	\$31.02	\$38.00	\$44.98	45.00%
Norman, OK	Match	\$54.84	\$45.25	\$54.84	\$64.43	\$54.55	\$45.01	\$54.55	\$64.08	42.37%
Stillwater, OK	Match	\$59.48	\$47.58	\$59.48	\$71.38	\$57.96	\$46.37	\$57.96	\$69.55	49.99%
CompAnalyst-72703, AR	Match	\$66.06	\$47.56	\$59.45	\$71.34	\$67.05	\$48.27	\$60.34	\$72.41	50.01%
DOL - NWA, AR	Match	\$58.05	\$41.52	\$51.90	\$62.28	\$58.92	\$42.14	\$52.68	\$63.22	50.02%
NOARK, AR	Match	\$54.87	\$42.88	\$53.59	\$64.31	\$55.69	\$43.52	\$54.40	\$65.28	50.00%
AVERAGES		\$52.20	\$40.89	\$51.23	\$62.05	\$51.30	\$40.16	\$50.30	\$60.94	51.75%
City of Fayetteville						\$51.53	\$36.52	\$43.82	\$55.65	52.38%
						\$ Difference	\$0.23	-\$3.64	-\$6.48	-\$5.29
						% Difference	0.4%	-10.0%	-14.8%	-9.5%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Water Sewer Field Maint Supv

Job Description and Qualifications:										
Responsible for overseeing water and sewer field operations. Prepare labor, material, time and equipment estimates for work performed in the area of assignment. Interact with utilities, public agencies and City departments in response to inquiries and complaints.										
Education						FLSA				
H.S. Diploma or GED and specialize training						Exempt				
Related Experience						Supervisory Position				
5 years						Supervisory Position				
Management Experience						Department				
3 years						Water & Sewer (160)				
Certificates & Licenses										
Commercial Driver's License with Tank Endorsement, Water Distribution IV and Class I Sewer										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR	Match	\$26.46	\$21.18	\$26.46	\$31.75	\$26.86	\$21.50	\$26.86	\$32.23	49.91%
Conway, AR	Match	\$27.29	\$21.83	\$27.29	\$32.75	\$27.42	\$21.94	\$27.42	\$32.90	49.95%
Fort Smith, AR	Match	\$25.09	\$20.75	\$25.09	\$29.43	\$26.23	\$21.69	\$26.23	\$30.77	41.86%
Jonesboro, AR										
Little Rock, AR										
North Little Rock, AR										
Rogers, AR	Match	\$25.68	\$20.55	\$25.68	\$30.82	\$26.07	\$20.86	\$26.07	\$31.28	49.95%
Springdale, AR										
Lawrence, KS	Match	\$36.01	\$29.40	\$36.01	\$42.63	\$34.73	\$28.35	\$34.73	\$41.10	44.97%
Manhattan, KS	Below	\$21.95	\$17.61	\$22.74	\$27.86	\$21.39	\$17.16	\$22.15	\$27.15	58.22%
Blue Springs, MO	Match	\$23.44	\$18.75	\$23.44	\$28.13	\$21.17	\$16.94	\$21.17	\$25.41	50.00%
Columbia, MO	Match	\$26.65	\$21.75	\$26.65	\$31.54	\$25.42	\$20.75	\$25.42	\$30.09	45.01%
Florissant, MO	Match	\$27.17	\$21.90	\$27.37	\$32.85	\$24.82	\$20.01	\$25.01	\$30.01	49.98%
O'Fallon, MO	Match	\$26.63	\$22.40	\$27.43	\$32.45	\$24.87	\$20.92	\$25.61	\$30.30	44.84%
Springfield, MO	Match	\$27.14	\$21.71	\$27.14	\$32.57	\$27.00	\$21.60	\$27.00	\$32.40	50.00%
St. Joseph, MO	Match	\$27.65	\$23.04	\$27.65	\$33.18	\$26.94	\$22.45	\$26.94	\$32.33	44.01%
Broken Arrow, OK	Match	\$27.75	\$19.28	\$24.07	\$29.33	\$27.32	\$18.98	\$23.70	\$28.88	52.16%
Edmond, OK	Match	\$30.87	\$24.09	\$30.12	\$36.14	\$29.45	\$22.99	\$28.73	\$34.48	49.98%
Midwest City, OK	Match	\$39.00	\$31.83	\$39.00	\$46.16	\$38.00	\$31.02	\$38.00	\$44.98	45.00%
Norman, OK	Match	\$38.35	\$26.93	\$32.64	\$38.35	\$38.14	\$26.79	\$32.47	\$38.14	42.37%
Stillwater, OK	Below	\$20.09	\$16.82	\$20.09	\$23.99	\$19.58	\$16.39	\$19.58	\$23.38	42.65%
CompAnalyst-72703, AR	Match	\$27.55	\$21.50	\$26.88	\$32.25	\$27.96	\$21.82	\$27.28	\$32.73	50.00%
DOL - NWA, AR	Match	\$27.53	\$20.99	\$27.64	\$31.49	\$27.95	\$21.31	\$28.06	\$31.96	49.98%
NOARK, AR	Match	\$30.53	\$24.02	\$30.02	\$36.03	\$30.99	\$24.38	\$30.47	\$36.57	50.00%
AVERAGES		\$28.14	\$22.32	\$27.67	\$32.99	\$27.62	\$21.89	\$27.15	\$32.35	47.79%
City of Fayetteville						\$31.47	\$18.97	\$22.77	\$28.92	52.45%
						\$ Difference	\$3.85	-\$2.92	-\$4.38	-\$3.43
						% Difference	12.2%	-15.4%	-19.2%	-11.9%
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

Website Content Manager

Job Description and Qualifications:										
Author and publish the content of the City's Internet home page. Serve as the City's expert on the Content Management System and provide technical support and training to users. Responsible for website content development, coordination and management.										
Education						FLSA				
B.A. or B.S. in a related field, Prefer degree in website design or related field						Exempt				
Related Experience						Supervisory Position				
2 years						Non-Supervisory				
Management Experience						Department				
						Mayor/Executive (500)				
Certificates & Licenses										
CITY	Job Match	Average Annual Salary	Salary Range			Geo Adjusted Annual Salary	Geo Adjusted Salary Range			Range Width
			Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum	
Bentonville, AR										
Conway, AR	Match	\$22.49	\$17.99	\$22.49	\$26.99	\$22.60	\$18.08	\$22.60	\$27.12	50.00%
Fort Smith, AR										
Jonesboro, AR										
Little Rock, AR	Match	\$27.05	\$21.30	\$27.05	\$32.80	\$26.36	\$20.75	\$26.36	\$31.96	54.02%
North Little Rock, AR										
Rogers, AR	Match	\$24.52	\$20.22	\$25.27	\$31.59	\$24.89	\$20.52	\$25.65	\$32.07	56.29%
Springdale, AR										
Lawrence, KS		\$32.15	\$26.25	\$32.15	\$38.06	\$31.00	\$25.31	\$31.00	\$36.70	45.00%
Manhattan, KS										
Blue Springs, MO	Match	\$23.44	\$18.76	\$23.44	\$28.13	\$21.17	\$16.95	\$21.17	\$25.41	49.91%
Columbia, MO	Match	\$26.48	\$21.61	\$26.48	\$31.34	\$25.26	\$20.62	\$25.26	\$29.90	45.00%
Florissant, MO	Match	\$23.08	\$18.46	\$23.08	\$27.69	\$21.08	\$16.86	\$21.08	\$25.30	50.06%
O'Fallon, MO	Match	\$30.13	\$23.55	\$28.82	\$34.09	\$28.14	\$21.99	\$26.91	\$31.83	44.75%
Springfield, MO	Match	\$27.81	\$22.25	\$27.81	\$33.37	\$27.66	\$22.13	\$27.66	\$33.20	50.02%
St. Joseph, MO	Match	\$26.09	\$21.74	\$26.09	\$31.30	\$25.42	\$21.18	\$25.42	\$30.50	44.00%
Broken Arrow, OK	Match	\$22.91	\$18.35	\$22.91	\$27.92	\$22.56	\$18.06	\$22.56	\$27.49	52.21%
Edmond, OK										
Midwest City, OK										
Norman, OK										
Stillwater, OK	Match	\$28.64	\$23.99	\$28.64	\$34.21	\$27.91	\$23.38	\$27.91	\$33.33	42.56%
CompAnalyst-72703, AR	Match	\$30.91	\$24.23	\$30.29	\$36.35	\$31.38	\$24.59	\$30.74	\$36.89	50.02%
DOL - NWA, AR	Match	\$31.71	\$23.25	\$29.07	\$34.88	\$32.19	\$23.60	\$29.50	\$35.40	50.00%
NOARK, AR	Match	\$22.95	\$17.44	\$21.80	\$26.16	\$23.29	\$17.70	\$22.13	\$26.55	50.00%
AVERAGES		\$26.69	\$21.29	\$26.36	\$31.66	\$26.06	\$20.78	\$25.73	\$30.91	48.74%
City of Fayetteville						\$22.47	\$19.37	\$23.24	\$29.51	52.35%
\$ Difference						-\$3.59	-\$1.41	-\$2.49	-\$1.40	
% Difference						-16.0%	-7.3%	-10.7%	-4.7%	
Market Average Hourly Rates and Market Average Range Minimums, Midpoints and Maximums adjusted for Geographic Compensation Differential (GCD) and increased by 1.5% to account for Pay Data Aging Adjustment to March, 2017.										

APPENDIX 8.0

**CITY MAYOR AND COUNCIL MARKET
PAY STUDY COMPARISONS WORKSHEET**

City of Fayetteville

Pay Study Comparisons

City Mayor and Council

December, 2016

City	Mayor/Manager Salary	City Council Member Compensation	City	Mayor/Manager Salary	City Council Member Compensation
				GCD and Aging Adjusted	GCD and Aging Adjusted
Fayetteville	\$119,246	\$13,928	Fayetteville	\$119,246	\$13,928
Bentonville	\$129,064	\$8,995	Bentonville	\$131,000	\$9,130
Conway	\$102,340	\$7,800	Conway	\$102,836	\$7,838
Fort Smith	\$137,500	Less Than \$5K	Fort Smith	\$143,749	Less Than \$5K
Jonesboro	\$119,646	\$9,800	Jonesboro	\$125,084	\$10,245
Little Rock	\$164,800	\$18,540	Little Rock	\$160,581	\$18,065
North Little Rock	\$103,486	\$10,605	North Little Rock	\$100,837	\$10,334
Rogers	\$136,928	\$9,280	Rogers	\$138,982	\$9,419
Springdale	\$115,721	\$10,404	Springdale	\$117,457	\$10,560
Lawrence	\$190,000	\$9,000	Lawrence	\$183,208	\$8,678
Manhattan	\$143,963	\$5,280	Manhattan	\$140,278	\$5,145
Blue Springs	\$158,740	\$7,800	Blue Springs	\$143,398	\$7,046
Columbia	\$165,000	\$6,000	Columbia	\$157,427	\$5,725
Florissant	\$135,000	\$15,000	Florissant	\$123,323	\$13,703
O'Fallon	\$150,238	\$12,000	O'Fallon	\$140,292	\$11,206
Springfield	\$209,457	Less Than \$5K	Springfield	\$208,347	Less Than \$5K
St. Joseph	\$142,217	Less Than \$5K	St. Joseph	\$138,576	Less Than \$5K
Broken Arrow	\$153,500	Less Than \$5K	Broken Arrow	\$151,128	Less Than \$5K
Edmond	\$162,433	Less Than \$5K	Edmond	\$154,977	Less Than \$5K
Midwest City	\$140,396	Less Than \$5K	Midwest City	\$136,802	Less Than \$5K
Norman	\$170,000	Less Than \$5K	Norman	\$169,099	Less Than \$5K
Stillwater	\$148,610	Less Than \$5K	Stillwater	\$144,806	Less Than \$5K
Market Average				\$143,437	\$9,776
Total Dollars Var.				-\$24,191	\$4,152
Variance %				-20.3%	29.8%

APPENDIX 9.0
ADDITIONAL COMPENSATION
STUDY RESULTS SUMMARY

City of Fayetteville

Additional Compensation Study Results Summary

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Additional Compensation	Fayetteville	Non-uniformed				Fayetteville	Uniformed			
		No	NR	Yes	Mode/Average		No	NR	Yes	Mode/Average
Longevity Pay	No	33.3%	16.7%	50.0%	5 yrs+ \$180 to \$1,382/yr.	No	33.3%	16.7%	50.0%	5 yrs+ \$230 to \$1,477/yr.
On-Call Pay	\$15.47/day	16.7%	29.2%	54.1%	\$15.50/Day	\$15.47/day/Fire Marshall's Office	21.8%	25.0%	53.2%	\$16/Day
Certificate Pay	Fleet Only, Schedule Sent Separately	54.2%	25.0%	20.8%	Limited Data	\$25-\$100/month	21.8%	29.2%	49.0%	\$47 - \$87/month
Education/Tuition Pay	No	45.8%	20.8%	33.4%	\$657/semester	No	20.8%	25.0%	54.2%	\$858/semester
Holiday Pay in Base Pay?	Yes	This question is for Uniformed Positions Only				Yes	Separate one page summary prepared for this question			
Uniformed Day Shift							0%	20.8%	79.2%	
Working Holidays?						Premium Holiday Pay of 96 hours is paid to ranks of Firefighter through Battalion Chief, 88 hours and one Personal Leave day is provided to Police ranks Police Officer through Police Captain				OT: 37% In Base Pay: 32% Comp Time: 21% Extra Pay: 10%
Extra Pay for Holiday										
Top of Range Bonus	Discretionary service award may be paid based on available funding	50.0%	37.5%	12.5%	Flat Amount or Perf. Bonus	Discretionary service award may be paid based on available funding	58.3%	37.5%	4.2%	Flat Amount

City of Fayetteville

Additional Compensation Study Results Summary

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Additional Compensation	Fayetteville	Non-uniformed				Fayetteville	Uniformed			
		No	NR	Yes	Mode/Average		No	NR	Yes	Mode/Average
Shift Differential Pay	Inclement Weather situations only - Essential personnel receive \$1.00/hr shift diff for 2nd shift and \$2.00/hr shift diff for 3rd shift	54.2%	25.0%	20.8%	Evenings \$0.50 Nights \$0.77	No	58.3%	25.0%	16.7%	Varies
Overtime Calculation	>40 in a workweek	> 40 75%	11%	> 80 4%						
Police						>80 in 14 day period	>40 33%	29%	>80 25%	Other 13%
Fire						>106 in 14 day period	>56 8%	29%	>106 to >212 29%	Other 34%
Bonus/Incentive Pay	No	41.7%	50.0%	8.3%	Limited Data	No	45.8%	45.8%	8.4%	Limited Data
Service Recognition	Certificates, Terry Berry Award Selection Book	33.3%	50.0%	16.7%	Pins, Pay Step Plan	Certificates, Terry Berry Award Selection Book	37.5%	45.8%	16.7%	Pins

APPENDIX 10.0
HEALTH HDHP & PPO PLAN - MARKET
STUDY COMPARISON SUMMARY

CITY OF FAYETTEVILLE

Health HDHP Plan Market Benefits Study Comparison Study

	Benefits Offered	Average \$	Average %	Fayetteville \$	Fayetteville %
	Health Insurance Type of Plan			HDHP	HDHP
	Health Plan Deductible				
	Individual	\$1,420		\$3,000	
	Family	\$2,940		\$6,000	
	Out of Pocket				
	Individual	\$2,720		\$3,000	
	Family	\$5,880		\$6,000	
	Premium Cost Share %				
Emp. Only	Employee	\$69.93	16%	\$21.32	9%
Emp. Only	City/Org.	\$438.22	84%	\$224.58	91%
Emp. + Spouse	Employee				
Emp. + Spouse	City/Org.				
Emp. + Children	Employee				
Emp. + Children	City/Org.				
Emp. + Family	Employee	\$312.00	26%	\$62.62	10%
Emp. + Family	City/Org.	\$899.37	74%	\$588.96	90%
	Medical Care Plan Bundle Includes?				
	Medical	85%	Yes	Yes	
	Dental	30%	Yes	Yes	
	Vision	25%	Yes	No	
	Prescriptions	90%	Yes	Yes	
	Dental Cost Share %				
Emp. Only	Employee	\$5.33	17.2%	\$26.20	100%
Emp. Only	City/Org.	\$27.55	82.8%	\$0.00	0%
Emp. + Family	Employee	\$32.03	46.6%	\$88.54	100%
Emp. + Family	City/Org.	\$46.20	53.5%	\$0.00	0%
	Vision Plan				
	Employee	\$6.32	74.5%	\$6.54	100%
	City/Org.	\$7.68	25.5%	\$0.00	0%
	Exams	\$9.40		\$10.00	
	Frames	\$72.50		\$100.00	
	Lens	\$160.00		20% off Retail	
	Contacts	\$80.00		\$130.00	

CITY OF FAYETTEVILLE

Health PPO Plan Market Benefits Study Comparison Study

	Benefits Offered	Average \$	Average %	Fayetteville \$	Fayetteville %
	Health Insurance Type of Plan			PPO	PPO
	Health Plan Deductible				
	Individual	\$715.28		\$1,000	
	Family	\$1,806.94		\$2,000	
	Out of Pocket				
	Individual	\$2,719.12		\$3,000	
	Family	\$6,150.00		\$6,000	
	Premium Cost Share %				
Emp. Only	Employee	\$51.87	10.1%	\$101.66	25%
Emp. Only	City/Org.	\$414.92	89.9%	\$364.48	75%
Emp. + Spouse	Employee	\$304.47	30.4%		
Emp. + Spouse	City/Org.	\$859.84	69.6%		
Emp. + Children	Employee	\$321.06	30.8%		
Emp. + Children	City/Org.	\$753.73	69.2%		
Emp. + Family	Employee	\$287.60	26.1%	\$443.56	36%
Emp. + Family	City/Org.	\$983.21	73.9%	\$791.67	64%
	Medical Care Plan Bundle Includes?				
	Medical	85%	Yes	Yes	
	Dental	30%	Yes	Yes	
	Vision	25%	Yes	No	
	Prescriptions	90%	Yes	Yes	
	Dental Cost Share %				
Emp. Only	Employee	\$5.33	17.2%	\$26.20	100%
Emp. Only	City/Org.	\$27.55	82.8%	\$0.00	0%
Emp. + Family	Employee	\$32.03	46.6%	\$88.54	100%
Emp. + Family	City/Org.	\$46.20	53.5%	\$0.00	0%
	Vision Plan				
	Employee	\$6.32	74.5%	\$6.54	100%
	City/Org.	\$7.68	25.5%	\$0.00	0%
	Exams	\$9.40		\$10.00	
	Frames	\$72.50		\$100.00	
	Lens	\$160.00		20% off Retail	
	Contacts	\$80.00		\$130.00	

APPENDIX 11.0
SUMMARY OF ADDITIONAL
BENEFITS STUDY COMPARISONS

City of Fayetteville

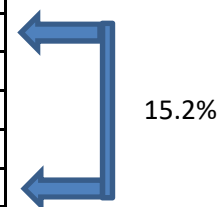
Summary of Additional Benefits Study Comparisons October, 2016

Employee Benefits		Fayetteville	Market Study
Health Care Plans			
Offer PPO Health Plan		Yes	91%
Offer HDHP Plan		Yes	45%
Offer Third Health Plan		No	23%
Offer HDHP as Primary Plan		No	14%
Section 125		Yes	75%
Flexible Spending Account		Yes	25%
Medical Reimbursement		Yes	85%
Dependent Care		Yes	85%
HSA-		Yes	20%
HRA		No	5%

Pharmacy Co-pay Averages		Fayetteville	Market Study
Generic		\$10	\$12
Mid-range		\$30	\$31
Brand		\$50	\$50
Offer Pharmacy Mail-order		Yes	80%
Offer Step Therapy Plan		Yes	25%

Insurances		Fayetteville	Market Study
Life Insurance Coverage Avg.		1.5X	\$30K or 1.8X
Long-term Disability Coverage		ER - Paid	80%
AD & D insurance		ER - Paid 1.5X	85%
Short-term Disability Coverage		Yes \$25K	80%
Offer Supplemental Insurances		Yes	85%
Offer Voluntary Life Insurances		Yes	75%
Long-term Care Insurance		No	35%

Retirement Plans		Fayetteville	Market Study
Offer 401(A)		Yes	35%
Employee Contribution %		3% to 10%	4.4%
Employer Contribution %		12%	5.4%
Offer 457		Yes	75%
Defined Benefit - Non-Uniformed		No	90%
Employee Contribution %		N/A	4.8%
Employer Contribution %		N/A	9.8%
Defined Benefit		Police/Fire	90%
Uniformed - Police and Fire		Yes	Yes
Employee Contribution %		8.50%	5.03%
Employer Contribution %		23.17%	21.68%



City of Fayetteville

Summary of Additional Benefits Study Comparisons October, 2016

Employee Benefits		Fayetteville	Market Study
Paid Leave Days			
Number of Annual Paid Holidays		12	10.8
Number of Annual Sick Days		12	12.9
Number of Annual Personal Days		1	2
Number of Bereavement Days		3	4
Offer Parental Leave Days		No	0%
Annual Vacation Days Range		10 - 26	10.3 - 23.6
Annual Vacation Days Buy-back		No	5%
Offer Paid Time Off Plan		No	5%
Annual Professional Dev. Leave Days		2 / Year	NA
Tuition Reimbursement Plan		No	55%

Working Arrangements		Fayetteville	Market Study
Flex Time*		Yes	15%
Remote Working*		Yes	10%
Alternative Schedules*		Yes	15%

* With Department Director Approval

APPENDIX 12.0
BENEFITS STUDY HEALTH AND
WELLNESS PROGRAM HIGHLIGHTS

City of Fayetteville
Benefits Study
Health and Wellness
Program Highlights Summary

- Screening biometrics
- Health incentives
- Health club: Employee paid fees or discounts for employees and dependents
- Reward points: For healthy actions; \$200/month max; \$400/year deposited in HSA
- Wellness program: flu shots, health fair and assessments – up to 3 days of vacation/year
- City Care: On-site health and wellness center
- Encouraging preventive care appointments
- Free annual health risk assessments
- HRA & wellness assessment - \$600 to \$1,200 annual health insurance premium reduction.
- On-site fitness facility
- Wellness newsletter – games/incentives for participation in current healthy living challenges

CITY OF FAYETTEVILLE
BENEFITS STUDY
Health and Wellness
Program Highlights

Fayetteville	Bentonville	Conway	Little Rock	Lawrence	Manhattan	Blue Springs
The City's contribution will decrease for non-wellness participants, resulting in the employee paying a larger portion of the PPO health insurance premium, or receiving less on their HSA contribution from the City. Individual non-participant: City's contribution decrease 12.5% and employee and spouse non-wellness non-participants by 25%.	Health/Wellness Screening Biometrics Health Incentives Health Club	Fitness Center Membership paid by City. Discounted fees for employee dependents	H/W Program Highlights: Passport to Wellness Program Employees and covered spouse can earn reward points for completing these health actions: Health Survey- \$25, Biometric Screening Participation- \$75, Fitness Reimbursement Program- \$20/mo, Online Action Plans (Missions)- \$50, Telephone-based Health Coaching Program- \$25 and myHealthcare Cost Estimator- \$25. Maximum- Per Employee/ Covered Spouse- \$200.	H/W Program Highlights: incentives for logging wellness points and being tobacco free. Up to \$400 earned and deposited into HRA	H/W Program Highlights: Annual Health Risk Assessments Online electronic assessment & biometric screenings Onsite Fitness Center Healthy lifestyle coaching Wellness presentations Encouraging preventive care appointments Onsite flu shots Tobacco cessation program EAP	MPR Wellness & Fitness Center Free Use of Facility

CITY OF FAYETTEVILLE
BENEFITS STUDY
Health and Wellness
Program Highlights

Springfield	St. Joseph	Midwest City	Norman	Stillwater
H/W Program Highlights: Wellness program includes free annual HRA and discounts to local fitness to Ee's who participate in HRA or show proof of preventative exam with physician.	H/W Program Highlights: If you complete your biometric screening and your HRA then you don't have to pay the \$50 per month penalty.	H/W Program Highlights: Employees receive an \$200.00 incentive if they earn 14 points (document attached).	H/W Program Highlights: Biometric Screening Health Assessment	H/W Program Highlights: Onsite fitness facility for employees and spouse covered on City health insurance plan, biometrics/health screening once per year w/ flu shot option. Wellness newsletter, games/incentives for participation in current challenges.

APPENDIX 13.0

ADDITIONAL COMPENSATION STUDY RESULTS – RAW DATA

ADDITIONAL PAY PLANS	Bentonville, AR		Conway, AR		Fort Smith, AR		Jonesboro, AR	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Longevity Pay Plan	No	No	No	No	After first 5 years \$10/mo; then additional \$5/mo every 5 years until max of \$30/mo is reached.	None	21-25 years \$1000 per year/26-30 years \$1500/31 over \$2000	21-25 years \$1000 per year/26-30 years \$1500/31 over \$2000
On-Call Pay Plan	Yes - \$15/day	Yes, Detective Only, \$15/day	No	No	4 hours pay for call out unless call out exceeds 2.75 then paid at regular rate of pay	None	Pay OT	Pay OT
Certificate Pay Plan	No	Yes, variable depending on the certificate	Certificate pay levels are posted on the City's Pay Schedule	Certificate pay levels are posted on the City's Pay Schedule	None	Fire: \$15/mo up to max \$120; Police \$20/mo. Up to max \$80	Eliminated	Eliminated

ADDITIONAL PAY PLANS	Bentonville, AR		Conway, AR		Fort Smith, AR		Jonesboro, AR	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Education Pay Plan	Yes - \$50/\$100/\$150	Yes - \$50/\$100/\$150	No	No	\$1,287 per semester up to the equivalent of 3 semesters per year.	Same	Eliminated - May Pay for at time of hire	Eliminated - May Pay for at time of hire
Holiday Plan: AR Cities: Is Holiday Pay in Base pay or paid outside of Base pay? If paid outside of base pay, how is holiday pay handled/treated? Cities outside of AR: How is Holiday Pay Handled/Treated?	12 Paid Holidays	For Arkansas Cities: A.C.A. § 14-53-106 Fire and A.C.A. § 14-52-105 Police Included in Base Pay	11 Paid Holidays	For Arkansas Cities: A.C.A. § 14-53-106 Fire and A.C.A. § 14-52-105 Police Included in Base Pay	Outside of Base Pay. 11 holidays per year; 8 hours per holiday; time worked on holiday is automatic time and a half.	For Arkansas Cities: A.C.A. § 14-53-106 Fire and A.C.A. § 14-52-105 Police Included in Base Pay	11 Paid Holiday (time-off) plus paid 4 days in cash payment for 4 days usually paid on 11/15 each year.	For Arkansas Cities: A.C.A. § 14-53-106 Fire and A.C.A. § 14-52-105 Police Holiday pay is figured into their base salary.
Are Day Shift Police and Day Shift Fire Uniformed Positions scheduled to work Holidays? Do these day shift positions receive any extra pay for working holidays?	No	Yes, no extra pay	Work on a holiday: Regular rate for Holiday and 8 hours holiday pay or 8 hours administrative time	Receive 8 hours of administrative time - comp. time.		Yes, they are scheduled to work holidays and it is considered overtime if they do.		Holiday pay included into their base pay.
Top of Range Bonus Pay	No	No	No	No	No	No	No	No

ADDITIONAL PAY PLANS	Bentonville, AR		Conway, AR		Fort Smith, AR		Jonesboro, AR	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Shift Differential Pay Plan	No	No	No	No	\$0.10 evening and \$0.15 night differential per hour.	None	na	\$25 more per month
How is Overtime Calculated? Overtime Pay After 40 Hours?	Over 40	Police - Over 40 / Fire - Over 56	Over 40	12 hr / shift - over 80 hours 8 hr / shift - over 40 hours	anything over 40 hours in a week	PD: over 40 a week; FD: 1/2 time after 106 hours biweekly.	Over 40 hours per week	over 40 overs per week
Police Annual Scheduled Hours: 2080 Adopted 7k Overtime Exemption: Yes or No Days in Work Period for 7k Overtime Exemption: _____	2080 - No	2080 - No		No	2080 - No	2080		2080 hours annually
Fire Annual Scheduled Hours: 3023 Adopted 7k Overtime Exemption: Yes or No Days in Work Period for 7k Overtime Exemption:	2080 - No	2990 - Yes		Over 96 hours (Short) Over 106 hours (Long week)	2080 - No	2912		2756 hours annually
Bonus / Incentive Plans and Range of Incentive Pay? Service Recognition Plan (Years?/Pay?/Other?)	No	No	Years - Pins	Years - Pins	No	No	No	No

ADDITIONAL PAY PLANS	Little Rock, AR		North Little Rock, AR		Rogers, AR POLICE		Rogers, AR FIRE	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Longevity Pay Plan	Non- Union: 12 months x the number of years of service x the designated longevity dollar amount = the bi-weekly longevity amount/ 52 weeks. Union: 12 months x the number of years of service x the designated longevity dollar amount = the bi-weekly longevity amount.		\$5.25/Month for each Year of Actual Service. Calculated as of Anniversary Date. Paid Bi-Weekly. No Maximum. Department Heads are not eligible for longevity pay effective 1/1/99.	\$5.25/Month for each Year of Service. Calculated as of Anniversary Date. Paid in a lump sum in June/Dec. each year. No Maximum.	Dispatch only--\$5 per month of service after 5 years, \$10 per month after 10 years	\$5 per month of service after 5 years, \$10 per month after 10 years	None	None
On-Call Pay Plan	Maximum of 2 hours foreach hours on standby not to exceed 2 hours per normal working day (Monday-Friday). Maximum of 1 hour for each 8 hours per normal weekend day (Saturday and Sunday) or designated City Holiday					CID only--Two hours of OT for each week on call	None	None
Certificate Pay Plan	Fleet Services: All full-time Fleet Services employees who have successfully completed the probationary period are eligible. Certification Incentive Pay is provided to employees who meet the criteria of this program as defined by the Fleet Services Department in obtaining industry certifications that cover the employee's current job functions. Crime Scene Certification Pay: Employees of the Crime Scene Search Unit will receive \$750 per year for each I.A.I certificate earned up to a maximum of \$2,250 per year. Payment for this certificate pay will occur on a bi-weekly basis with regular checks					\$25/month per each CLEST certificate and \$25/month for instructor or FTO certificate (1 only)	None	\$0.40 per hour for ARFF certified members and those on technical rescue and/or HAZMAT teams

ADDITIONAL PAY PLANS	Little Rock, AR		North Little Rock, AR		Rogers, AR POLICE		Rogers, AR FIRE	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions Fire: A. \$1 per month per one credit hour of approved accredited college to a max. of \$120/Month to all employees who have completed 1 year of employment and are enrolled in a minimum of 6 hours per semester and are participating in courses at an accredited college or university and pursuing an acceptable degree. Degrees eligible prior to 1/1/92 were Fire Science, Fire Sciences Engineering, Physical Education, English or Related Field (Committee of 3 to determine "related field"). For employees hired after 1/1/92, the only degrees eligible are: Nursing, Trauma Mgmt., Chemistry, Fire Science, Fire Engineering, Fire Administration, Environmental Health, Physical Education &	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Education Pay Plan	\$2000 per year		None		Tuition reimbursement up to \$175/semester	Tuition reimbursement up to \$175/semester	None	None
Holiday Plan: AR Cities: Is Holiday Pay in Base pay or paid outside of Base pay? If paid outside of base pay, how is holiday pay handled/treated? Cities outside of AR: How is Holiday Pay Handled/Treated?	Within base pay	For Arkansas Cities: A.C.A. § 14-53-106 Fire and A.C.A. § 14-52-105 Police Included in Base Pay	11 days off with pay. If employee works the holiday, paid for the holiday at regular rate of pay, paid for actual hours worked on the holiday at time and one-half. Public Safety dispatchers receive holiday pay plus pay for actual hours worked at regular rate	For Arkansas Cities: A.C.A. § 14-53-106 Fire and A.C.A. § 14-52-105 Police Included in Base Pay	Dispatch is paid 3.69 hours of addtl pay each pay period for holidays (2176 hourst total per year). Other Civilians are off.	For Arkansas Cities: A.C.A. § 14-53-106 Fire and A.C.A. § 14-52-105 Police Included in Base Pay		For Arkansas Cities: A.C.A. § 14-53-106 Fire and A.C.A. § 14-52-105 Police Included in Base Pay
Are Day Shift Police and Day Shift Fire Uniformed Positions scheduled to work Holidays? Do these day shift positions receive any extra pay for working holidays?		If scheduled to work holidays, they will receive time and one-half for all time worked in excess of the forty hour workweek.				Yes, officers are paid 3.69 hours of addtl pay each pay period for holidays (2176 hours total per year)	Not scheduled to work holidays	Yes, holidays are paid as 3.69 hours of addtl pay each pay period for holidays
Top of Range Bonus Pay					N/A	N/A	N/A	N/A

ADDITIONAL PAY PLANS	Little Rock, AR		North Little Rock, AR		Rogers, AR POLICE		Rogers, AR FIRE	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Shift Differential Pay Plan	A shift differential of 55 cents per hour will be paid for all hours worked by an employee when a majority of the employee's regularly scheduled shift hours occur after 3:00 p.m. and before 11:00 p.m. A shift differential of 80 cents per hour will be paid for all hours worked by an employee when a majority of the employee's regularly scheduled shift hours occur after 11:00 p.m. and before 7:00 a.m. Shift premiums will be paid for hours worked during the shift except for work performed as overtime work or work performed earlier than an employee's normal shift. Shift premiums will not be paid for				None	None	N/A	Developing program for high call volume ambulance shifts in 2017
How is Overtime Calculated? Overtime Pay After 40 Hours?	Non-uniform, non-union eligible positions. Employees will be paid or will receive compensatory time at the rate of time and one-half for all time worked in excess of the forty (40) hour workweek.	Police Officer and Police Sergeant positions. These employees will be paid time and one-half for all time worked in excess of the forty (40) hour workweek. Sick leave shall not be considered as time worked.			40 hours in one week period, Sun-Sat	80 hours in a two week period, beginning Sundays	40 hours in one week period, Sun-Sat	136 hours in a 18 day period
Police Annual Scheduled Hours: 2080 Adopted 7k Overtime Exemption: Yes or No Days in Work Period for 7k Overtime Exemption: _____			2080; Yes	Police: 2080;Yes	N/A	2176 counting holidays	N/A	N/A
Fire Annual Scheduled Hours: 3023 Adopted 7k Overtime Exemption: Yes or No Days in Work Period for 7k Overtime Exemption:			2920; Yes	Fire: 2920; Yes Police:2080; Yes	N/A	N/A	N/A	136 hrs in 18 day period; 2912 annual work hours; 3008 budgeted hours with holiday incl.
Bonus / Incentive Plans and Range of Incentive Pay? Service Recognition Plan (Years?/Pay?/Other?)					None	None	N/A	N/A

ADDITIONAL PAY PLANS	Springdale, AR		Lawrence, KS		Manhattan, KS		Blue Springs, MO	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Longevity Pay Plan	N/A	N/A	\$40 per year of service after 5 years.	\$40 per year of service after 5 years.	\$500 lump sum every 5 years	Fire Department only; \$500 lump sum every 5 years		
On-Call Pay Plan	\$15/day	\$15/day	1.5	1.5	\$10.00 weekdays \$15.00 weekend days	N/A		
Certificate Pay Plan	N/A	Police: General - \$300/year; Intermediate - \$600/year; Advanced - \$900/year; Senior - \$1200/year; Fire: Basic Certificate - \$900/year; Certificate 2 - \$1200/year		0.025	No	N/A		

ADDITIONAL PAY PLANS	Springdale, AR		Lawrence, KS		Manhattan, KS		Blue Springs, MO	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Education Pay Plan	N/A	Student Paramedic Pay - \$2000/year		0.025	Yes - 459 Plan through State of Kansas	Yes - 459 Plan through State of Kanas		
Holiday Plan: AR Cities: Is Holiday Pay in Base pay or paid outside of Base pay? If paid outside of base pay, how is holiday pay handled/treated? Cities outside of AR: How is Holiday Pay Handled/Treated?	N/A	For Arkansas Cities: A.C.A. § 14-53-106 Fire and A.C.A. § 14-52-105 Police - We pay holiday pay to Police/Fire on December 15th of each year. It's a separate check for 88 hours of pay. It is not included in their base pay.		Holiday Pay is included in the base pay	Yes	Yes		Regular Holiday Pay included in base pay. If patrol 10-10 hr holidays. Non-patrol 10-8 hr holidays. If you work, you get holiday plus hours worked. Fire-N/A
Are Day Shift Police and Day Shift Fire Uniformed Positions scheduled to work Holidays? Do these day shift positions receive any extra pay for working holidays?	N/A	N/A		Yes, yes.		Fire, Yes; No police dept. Receive 1/1/2 times - 2 times base rate for working holidays		
Top of Range Bonus Pay	Council votes on it each year last year was \$1000	Council votes on it each year last year was \$1000			Yes	No		

ADDITIONAL PAY PLANS	Springdale, AR		Lawrence, KS		Manhattan, KS		Blue Springs, MO	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Shift Differential Pay Plan	N/A	N/A		2.5-5.0%	\$.50 2nd shift \$1.00 3rd shift	No		
How is Overtime Calculated? Overtime Pay After 40 Hours?	40 hours a week	Police - Calculated after 80 hours a pay period; Fire - over regularly scheduled shift. Over 159 Hrs in any 3 week period 21 day period 9 hrs FLSA overtime.	80		After 40 hours	After 56 hours		
Police Annual Scheduled Hours: 2080 Adopted 7k Overtime Exemption: Yes or No Days in Work Period for 7k Overtime Exemption: _____	N/A	2080 8/10/12 Regular Shifts Crime Suppression		2080	N/A	N/A		2080
Fire Annual Scheduled Hours: 3023 Adopted 7k Overtime Exemption: Yes or No Days in Work Period for 7k Overtime Exemption:	N/A	2920 24 on and 48 off		2912	N/A	2012 Hours; 7k OT Yes		N/A
Bonus / Incentive Plans and Range of Incentive Pay? Service Recognition Plan (Years?/Pay?/Other?)					No	No		

ADDITIONAL PAY PLANS	Columbia, MO		Florissant, MO		Lee's Summit, MO		O'Fallon, MO	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Longevity Pay Plan							No	No
On-Call Pay Plan							Yes \$100/week + minimal 1.5 hours at OT rate	No
Certificate Pay Plan							No	No

ADDITIONAL PAY PLANS	Columbia, MO		Florissant, MO		Lee's Summit, MO		O'Fallon, MO	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Education Pay Plan							No	No
Holiday Plan: AR Cities: Is Holiday Pay in Base pay or paid outside of Base pay? If paid outside of base pay, how is holiday pay handled/treated? Cities outside of AR: How is Holiday Pay Handled/Treated?		10 Holidays Pollice & Fire can either get premium pay or bank the hours and use like vacation. Must use by year-end or will be paid out. Regular Holiday Pay included in base pay.		11 Days Police Only. Hours worked plus 8 hours for each holiday. 88 hours not included in base pay.		Not included in base pay. Police: 10-8 hr days Fire: 10-8 hr days Police: Pay on the holiday. If work paid double time for 8 hours. If OT due to holiday, paid time and 1/2 and must bank the excess. Fire:Pay on the holiday.	Base pay	Police - Regular holiday pay included in base pay.
Are Day Shift Police and Day Shift Fire Uniformed Positions scheduled to work Holidays? Do these day shift positions receive any extra pay for working holidays?							Yes 1.5 times pay	Yes 1.5 times pay
Top of Range Bonus Pay							No	No

ADDITIONAL PAY PLANS	Columbia, MO		Florissant, MO		Lee's Summit, MO		O'Fallon, MO	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Shift Differential Pay Plan							No	.50/hour
How is Overtime Calculated? Overtime Pay After 40 Hours?							after 40	After 171 hours in 2 week pay period
Police Annual Scheduled Hours: 2080 Adopted 7k Overtime Exemption: Yes or No Days in Work Period for 7k Overtime Exemption: _____		2080		2080 Any time worked in excess of the normal work schedule shall entitle the employee to compensation based upon time and 1/2 of the regular rate or comp. time.		2080		2080
Fire Annual Scheduled Hours: 3023 Adopted 7k Overtime Exemption: Yes or No Days in Work Period for 7k Overtime Exemption:		2912		N/A		2912	N/A	N/A
Bonus / Incentive Plans and Range of Incentive Pay? Service Recognition Plan (Years?/Pay?/Other?)							Step plan based on years	

ADDITIONAL PAY PLANS	Springfield, MO		St. Joseph, MO		Edmond, OK		Midwest City, OK	
Type of Pay Plan	Non-Sworn Positions	Sworn Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Longevity Pay Plan	LONGEVITY PAY: (Elig if hired prior to 01/01/05) 5 years \$300 year \$11.54 per pay period 10 years \$600 year \$23.08 per pay period 15 years \$900 year \$34.62 per pay period 20 years \$1200 year \$46.16 per pay period	LONGEVITY PAY: (Elig if hired prior to 01/01/05) 5 years \$300 year \$11.54 per pay period 10 years \$600 year \$23.08 per pay period 15 years \$900 year \$34.62 per pay period 20 years \$1200 year \$46.16 per pay period	NONE	NONE	After 4 years, full time employees receive \$100 per year, not to exceed \$2000	After 4 years, full time employees receive \$100 per year, not to exceed \$2000	after 6yrs of employment \$100.00 each year up to 30yrs of employment.	after 6yrs of employment \$100.00 each year up to 30yrs of employment.
On-Call Pay Plan	None	Only for Fire Marshals; paid at 50% of base rate			\$80.00 a week if on call	Fire - \$80 a week if on call		
Certificate Pay Plan	None	Hazmat or Water Rescue Team-Fire \$600 year \$23.08 per pay period Hazmat, Water Rescue, or Technical Rescue Team Leader-Fire \$1,000 year \$38.46 per pay period Narcotics Enforcement Team-Police \$300 year \$25 per month	NONE	NONE	Position dependent, based on achieving required certifications: Field Services, Vehicle Maintenance and Building Inspector	EMT \$80.00 per month / Paramedic \$238.33 per month		

ADDITIONAL PAY PLANS	Springfield, MO		St. Joseph, MO		Edmond, OK		Midwest City, OK	
Type of Pay Plan	Non-Sworn Positions	Sworn Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Education Pay Plan	None	Police Bachelor Degree \$500 yr \$19.24 pay period Police Associate Degree \$200 yr \$7.70 pay period Police Lieutenants and Police Captains are not eligible	NONE	NONE	None.	Police \$115 BA / \$215 Masters Fire \$80 BA or \$100 Masters		
Holiday Plan: AR Cities: Is Holiday Pay in Base pay or paid outside of Base pay? If paid outside of base pay, how is holiday pay handled/treated? Cities outside of AR: How is Holiday Pay Handled/Treated?	Regular holiday pay included in base pay.	Regular holiday pay included in base pay.	Holidays are paid at the employee current rate	Police 11-8 hour days Fire 11-24 hour days Police & Fire Schedule alternate day off or credit to vacation leave. Included in the base pay.	Eleven paid holidays each year. If a holiday is taken off, pay is included in base pay.	Holiday pay is paid outside of base pay. Employee has the choice of pay or comp for eleven (11) Holidays	8 mandatory City observed Holidays plus 2 optional floating holidays.	8 mandatory City observed Holidays plus 2 optional floating holidays. Holiday pay not included in base pay.
Are Day Shift Police and Day Shift Fire Uniformed Positions scheduled to work Holidays? Do these day shift positions receive any extra pay for working holidays?	NA	Scheduled to work holidays. Receive normal pay on the days they work. Holiday hours added to a leave balance to be used at a later date.	Yes, they are required to work and are paid time and a half if they work the day of the Holiday	Yes, they are required to work and are paid time and a half if they work the day of the Holiday	If worked holiday, can elect extra day of pay or day off	Police -Yes, if they work on a holiday	Day shift police and fire uniformed positions are scheduled to work holidays. No extra pay.	Day shift police and fire uniformed positions are scheduled to work holidays. No extra pay.
Top of Range Bonus Pay	No Bonus Plan	No Bonus Plan	NONE	NONE	Can earn a performance bonus (1% to 2.5% on average)			

ADDITIONAL PAY PLANS	Springfield, MO		St. Joseph, MO		Edmond, OK		Midwest City, OK	
Type of Pay Plan	Non-Sworn Positions	Sworn Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Shift Differential Pay Plan	Shift 2 paid \$0.50 per hour Shift 3 paid \$1.00 per hour	None	NONE	NONE	None	None		
How is Overtime Calculated? Overtime Pay After 40 Hours?	Overtime after 40 hours worked in a week. Leave time does not count towards hours worked.	Police: Overtime after 40 hours worked in a week. Leave time does not count towards hours worked. Fire: Overtime after 212 hours worked in 28 day cycle. Leave time does not count towards hours worked.	40 hours	40 hours	40 hours weekly - 1.5 times hourly base rate plus longevity, bonuses, stand-by pay, certificate pay and skill base pay.	Police-40 hrs wk, 41.25 week, or 80 bi-weekly depending on shift. 1.5 times hourly base rate + longevity, college incentive. FTO are factored in to OT Base. Fire-40 hrs wk. Non Suppression & Suppression all @ OT rate. 1.5 times hourly base + longevity, College Incentive, EMT Pay, Scuba Pay are factored into OT base	comp. time at 1.5 rate	comp. time at 1.5 rate
Police Annual Scheduled Hours: 2080 Adopted 7k Overtime Exemption: Yes or No Days in Work Period for 7k Overtime Exemption: _____	2080 hours annually 7k not applicable	2080 hours annually 7k not adopted	2080	2080	40 hours weekly / 2080 hours	2080 hours	2080	2080
Fire Annual Scheduled Hours: 3023 Adopted 7k Overtime Exemption: Yes or No Days in Work Period for 7k Overtime Exemption:	2080 hours annually 7k not applicable	2912 hours annually		2912 annual scheduled hours and yes we have adopted the 7K overtime exemptions	2080 hours	Suppression 2912, Non-Suppression 2080	2080	2912
Bonus / Incentive Plans and Range of Incentive Pay? Service Recognition Plan (Years?/Pay?/Other?)	None except Longevity listed above Service Pin awarded on anniversaries of "5"	None except Longevity listed above Service Pin awarded on anniversaries of "5"	NONE	NONE			Wellness Incentive \$200.00	Wellness Incentive \$200.00

ADDITIONAL PAY PLANS	Norman, OK		Stillwater, OK		Broken Arrow OK	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Longevity Pay Plan	\$8 per month times # of yrs. Service plus yr. currently working	Police - after 5th year. \$8 per month times # of yrs. Service plus yr. currently working	None	Fire-Annual Lump Sum <5 yrs \$0 After 5 yrs \$600 After 10 yrs \$1,200 After 15 yrs, \$1,800 After 20 yrs \$2,400 Police <5 yrs \$0 >5 yrs \$300 >8 yrs \$600 >12 yrs \$900 >17 yrs \$1,200 >20 yrs \$1,500	\$100 per year of service beginning with \$500 and a max of \$2500	Same for Police and Fire: \$100 per year of service beginning with \$500 and a max of \$2500
On-Call Pay Plan	.80 cents per hr. cell phone/pager pay, 2 hr. min. if called back		\$100/week	Fire: 1 1/2 times regular rate while on actual call with minimum of 2 hrs being paid. Police: 20% of regular hourly rate for every hour the member is on "on-call" status.	8 hours of stright time per week	
Certificate Pay Plan	City pays for classes, licenses, certificates, training expenses if required as a condition of employment.	Fire EMPT Basic \$100/month AEMT/EMT-1 \$175/month Paramedic \$225/month	None	Fire: \$100/month \$225/mo EMT License EMT Advance \$450/mo Paramedic \$75/m EMS/Fire Instructors \$50/m HazMat/ Special Ops/SWAT teams Police: Assignment Pay \$120/month	N/A	EMT Basic \$135/month F/G Intermediate \$100/month

ADDITIONAL PAY PLANS	Norman, OK		Stillwater, OK		Broken Arrow OK	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Education Pay Plan	City pays for classes if educational classes are a condition of employment.	Police: AA - \$39.20/pp BA - \$63.00/pp Masters \$77.54/pp Tuition \$550/semester Fire Science Cert. \$35/month AA \$70/month BA \$90/month	None	Fire: Up to 6 hours (tuition only) per semester Associate degree \$50/mo Bachelors degree \$75/mo Masters degree \$100/mo Police: \$200/credit hour-max 32 credit hours/year. \$25/month 25+ credit hours Associate degree \$75/mo Bachelors degree \$125/mo Masters degree \$175mo Doctorate \$200/mo	Assoc \$50 Bach \$100 Masters \$125.00 monthly	Police: AA \$75/mo BS \$125/mo MS \$191.50/mo Tuition Reimbursement up to \$1,200 per semester Fire: AS \$50/mo AS Fire \$100/mo BS \$100/mo BS Fire \$150/mo \$1,000 tuition max per semester
Holiday Plan: AR Cities: Is Holiday Pay in Base pay or paid outside of Base pay? If paid outside of base pay, how is holiday pay handled/treated? Cities outside of AR: How is Holiday Pay Handled/Treated?	Regular holiday pay & 1 1/2 times base salary if required to work on any City holiday	Police 11 days Fire 10 shifts 24 hr Police-year end bonus of 118 hrs Fire-Paid 24 hours at time and 1/2 if work the holiday. Regular holiday pay not included in base pay.	See page 15 in the attached Employee Manual	Police & Fire worked holiday- 1.5x base hourly rate or 1.5 hrs comp. time. Police-80 hrs 14 day period Police-9 days Holidays Fire-Included in base pay. Police-not included in base pay.	11 holidays 1 floating holiday	Police-13.25 days/year bank of hours (106) 1.5 hourly rate if working holiday. Fire-vacation and holiday combined. 1.5 hourly rate-worked holidays. Fire-Included in base pay. Police-not included in base pay.
Are Day Shift Police and Day Shift Fire Uniformed Positions scheduled to work Holidays? Do these day shift positions receive any extra pay for working holidays?		Fire - 40 hrs/week 8 hrs bonus if working holiday	Yes, time and 1/2 compensation on the Holiday worked plus additional shift off at base pay.	Yes, time and 1/2 compensation on the Holiday worked plus additional shift off at base pay.	Premium Pay if your schedule falls on holday and you work (1.5 hourly rate)	40 hrs employees 11 holidays Premium Pay if your schedule falls on holiday and you work (1.5 hourly rate)
Top of Range Bonus Pay	N/A		None	None	N/A	

ADDITIONAL PAY PLANS	Norman, OK		Stillwater, OK		Broken Arrow OK	
Type of Pay Plan	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions	Non-uniformed Positions	Uniformed Positions
Shift Differential Pay Plan	8 hr shift begins between hours of 1 pm to 5am - \$.85/hr Minimum of 4 hours before shift differential applies.	Patrol shifts 2, 3, 4 or 2nd shift \$.18/hour	None	None	N/A	
How is Overtime Calculated? Overtime Pay After 40 Hours?	After 40 hours a week 1 1/2 times.	Police 8/80 hrs per 14 days 1.5 x base hourly rate Fire 24 hrs 2182 in 24 day period 1.5 x base hourly rate	Hours over 40	Hours over 40 if Police or 56, if Fire.	40/7 for Civilians	80/14 Police 212/28 Fire Police: 1.5 x hourly rate
Police Annual Scheduled Hours: 2080 Adopted 7k Overtime Exemption: Yes or No Days in Work Period for 7k Overtime Exemption: _____		2080		Police: FLSA 2 week, 80hr	80 hours	2080
Fire Annual Scheduled Hours: 3023 Adopted 7k Overtime Exemption: Yes or No Days in Work Period for 7k Overtime Exemption:		2912		3% overtime adjustment of base salary added to annual wages - part of regular check		24 hrs on duty 48 hrs off duty 2912
Bonus / Incentive Plans and Range of Incentive Pay? Service Recognition Plan (Years?/Pay?/Other?)	See attached AFSCME contract	See Police/Fire Contracts	None	See attached Police and Fire Contracts	\$1500 Uniforms Attendance Incentive up to 30% monthly	

APPENDIX 14.0
MARKET BENEFITS STUDY
RESULTS – RAW DATA

	Benefits Offered	Average \$	Average %	Fayetteville \$	Fayetteville %	Bentonville		Conway		Jonesboro	
	Health Insurance Type of Plan			PPO	PPO	Health Insurance Plan	%	Health Insurance Plan	%	Health Insurance Plan	%
						PPO		PPO		PPO	
	Health Plan Deductible							AML-MHBF			
	Individual	\$715.28		\$1,000		\$1,000		\$500		\$600	
	Family	\$1,806.94		\$2,000		\$3,000		\$1,500		\$1,800	
	Out of Pocket										
	Individual	\$2,719.12		\$3,000				\$4,000		\$2,000	
	Family	\$6,150.00		\$6,000				\$8,000		\$6,000	
	Premium Cost Share %					% and \$		% and \$		% and \$	
Emp. Only	Employee	\$51.87	10.1%	\$101.66	25%	\$52.22	15%	\$19.50	5.6%	\$115.00	29%
Emp. Only	City/Org.	\$414.92	89.9%	\$364.48	75%	\$295.85	85%	\$327.00	94.4%	\$282.00	71%
Emp. + Spouse	Employee	\$304.47	30.4%					\$149.75	19.5%		
Emp. + Spouse	City/Org.	\$859.84	69.6%					\$616.75	80.5%		
Emp. + Children	Employee	\$321.06	30.8%					\$126.00	16.4%		
Emp. + Children	City/Org.	\$753.73	69.2%					\$640.50	83.6%		
Emp. + Family	Employee	\$287.60	26.1%	\$443.56	36%	\$140.67	15%	\$194.50	25.4%	\$248.00	29%
Emp. + Family	City/Org.	\$983.21	73.9%	\$791.67	64%	\$797.17	85%	\$572.00	74.6%	\$607.00	71%
	Medical Care Plan Bundle Includes?					Offered (Yes/No)		Offered (Yes/No)		Offered (Yes/No)	
	Medical	85%	Yes	Yes		Yes		Yes		Yes	
	Dental	30%	Yes	No		No		No		No	
	Vision	25%	Yes	No		No		No		No	
	Prescriptions	90%	Yes	Yes		Yes		Yes		Yes	
	Dental Cost Share %					% and \$		% and \$		% and \$	
Emp. Only	Employee	\$5.33	17.2%	\$26.20	100%	\$4.60	15%	\$5.05	20.8%	\$0.00	0%
Emp. Only	City/Org.	\$27.55	82.8%	\$0.00	0%	\$26.05	85%	\$19.25	79.2%	\$27.00	100%
Emp. + Family	Employee	\$32.03	46.6%	\$88.54	100%	\$11.94	15%	\$20.79	28.6%	\$59.00	68%
Emp. + Family	City/Org.	\$46.20	53.5%	\$0.00	0%	\$67.55	85%	\$51.91	71.4%	\$27.00	32%
	Vision Plan					% and \$		% and \$		% and \$	
	Employee	\$6.32	74.5%	\$6.54	100%						
	City/Org.	\$7.68	25.5%	\$0.00	0%		100%		100%		100%
	Exams	\$9.40		\$10			0%		0%		0%
	Frames	\$72.50		\$100		Yes		Yes		Annual \$10 copay	
	Lens	\$160.00		20% off Retail		Yes		Yes		Bi-Annual up to \$150	
	Contacts	\$80.00		\$130		Yes		Yes		Annual \$20 copay	
						Yes		Yes		Maximum \$150	

	Benefits Offered	Average \$	Average %	Little Rock		North Little Rock		Rogers		Springdale		Lawrence	
	Health Insurance Type of Plan			Health Insurance Plan	%	Health Insurance Plan	%	Health Insurance Plan	%	Health Insurance Plan	%	Health Insurance Plan	0%
				PPO		PPO		PPO		PPO		PPO	
	Health Plan Deductible												
	Individual	\$715.28		\$1,500		\$1,200		\$750		\$1,000		\$1,200	
	Family	\$1,806.94		\$1,500		\$6,000		\$1,500		\$3,000		\$1,500	
	Out of Pocket												
	Individual	\$2,719.12		\$4,000		\$4,000		\$2,750		\$2,000		\$2,400	
	Family	\$6,150.00		\$4,000		\$8,000		\$5,500		\$6,000		\$4,800	
	Premium Cost Share %			% and \$		% and \$		% and \$		% and \$		% and \$	
Emp. Only	Employee	\$51.87	10.1%	\$0.00	0%		0%	\$40.80	9%	\$131.49	30%	\$7.00	3%
Emp. Only	City/Org.	\$414.92	89.9%	\$400.64	100%		100%	\$404.13	91%	\$306.80	70%	\$252.00	97%
Emp. + Spouse	Employee	\$304.47	30.4%							\$262.69	30%	\$84.00	15%
Emp. + Spouse	City/Org.	\$859.84	69.6%							\$612.94	70%	\$484.00	85%
Emp. + Children	Employee	\$321.06	30.8%					\$97.02	16%	\$236.30	30%	\$77.00	15%
Emp. + Children	City/Org.	\$753.73	69.2%					\$516.97	84%	\$551.35	70%	\$438.00	85%
Emp. + Family	Employee	\$287.60	26.1%	\$385.80	42%		25%	\$132.88	13%	\$361.19	30%	\$136.00	17%
Emp. + Family	City/Org.	\$983.21	73.9%	\$530.89	58%		75%	\$894.90	87%	\$842.79	70%	\$682.00	83%
	Medical Care Plan Bundle Includes?			Offered (Yes/No)		Offered (Yes/No)		Offered (Yes/No)		Offered (Yes/No)		Offered (Yes/No)	
	Medical	85%	Yes	No		Yes		Yes		NO		YES	
	Dental	30%	Yes	No		Yes		No		NO		YES	
	Vision	25%	Yes	No		No		No		NO		YES	
	Prescriptions	90%	Yes	No		Yes		Yes		NO		YES	
	Dental Cost Share %			% and \$		% and \$		% and \$		% and \$		% and \$	
Emp. Only	Employee	\$5.33	17.2%	\$0.00	0%			\$24.20	100%	\$6.85	30%	INCLUDED	
Emp. Only	City/Org.	\$27.55	82.8%	\$51.09	100%			\$0.00	0%	\$15.97	70%	INCLUDED	
Emp. + Family	Employee	\$32.03	46.6%	\$14.24	22%			\$61.33	100%	\$21.83	30%	INCLUDED	
Emp. + Family	City/Org.	\$46.20	53.5%	\$51.09	78%			\$0.00	0%	\$50.94	70%	INCLUDED	
	Vision Plan			% and \$		% and \$		% and \$		% and \$		% and \$	
	Employee	\$6.32	74.5%		17%			\$7.69	100%	\$1.88	30%	INCLUDED	
	City/Org.	\$7.68	25.5%		83%			\$0.00	0%	\$4.38	70%		
	Exams	\$9.40		\$10.00 Co-pay				\$10		\$10 co-pay annually			
	Frames	\$72.50		Up to \$120 Bi-annual				\$15		Bi-annual up to \$150			
	Lens	\$160.00		\$50 deductible/year				Yes		Out-of-pocket			
	Contacts	\$80.00		Maximum \$105/Year				\$30		\$150 annually			

	Benefits Offered	Average \$	Average %	Manhattan		Blue Springs		Florissant		O'Fallon		St. Joseph	
	Health Insurance Type of Plan			Health Insurance Plan	0%	Health Insurance Plan	0%	Health Insurance Plan	0%	Health Insurance Plan	0%	Health Insurance Plan	
				PPO		PPO		PPO		PPO		PPO	
	Health Plan Deductible			70% after deductible									
	Individual	\$715.28		\$125		\$750		\$500		\$200		\$1,000	
	Family	\$1,806.94		\$375		\$2,250		\$1,000		\$600		\$2,000	
	Out of Pocket												
	Individual	\$2,719.12		\$1,300		\$2,500		\$2,500		\$1,700		\$3,000	
	Family	\$6,150.00		\$2,600		\$5,000		\$5,000		\$3,400		\$6,000	
	Premium Cost Share %			% and \$		% and \$		% and \$		% and \$		% and \$	
Emp. Only	Employee	\$51.87	10.1%	\$23.56	5%	\$132.00	21%	0%	0%	\$140.50	25%	\$0.00	0%
Emp. Only	City/Org.	\$414.92	89.9%	\$447.67	95%	\$494.42	79%	100%	100%	\$409.50	75%	\$594.31	100%
Emp. + Spouse	Employee	\$304.47	30.4%			\$490.00	34%		75%	\$299.00	26%	\$594.36	50%
Emp. + Spouse	City/Org.	\$859.84	69.6%			\$949.78	66%		25%	\$861.00	74%	\$594.31	50%
Emp. + Children	Employee	\$321.06	30.8%			\$490.00	34%		75%	\$246.50	26%	\$1,188.63	67%
Emp. + Children	City/Org.	\$753.73	69.2%			\$949.78	66%		25%	\$703.50	74%	\$594.31	33%
Emp. + Family	Employee	\$287.60	26.1%	\$119.82	11%	\$628.00	37%		75%	\$407.00	25%	n/a	
Emp. + Family	City/Org.	\$983.21	73.9%	\$984.61	89%	\$1,062.90	63%		25%	\$1,218.00	75%	n/a	
	Medical Care Plan Bundle Includes?			Offered (Yes/No)		Offered (Yes/No)		Offered (Yes/No)		Offered (Yes/No)		Offered (Yes/No)	
	Medical	85%	Yes	Yes		Yes		Yes		Yes		Yes	
	Dental	30%	Yes	Yes		No		Yes		No		No	
	Vision	25%	Yes	Yes		No		Yes (Voluntary only)		No		No	
	Prescriptions	90%	Yes	Yes		Yes		Yes		Yes		Yes	
	Dental Cost Share %			% and \$		% and \$		% and \$		% and \$		% and \$	
Emp. Only	Employee	\$5.33	17.2%			\$4.00	18%		0%	\$6.00	17%	\$0.00	0%
Emp. Only	City/Org.	\$27.55	82.8%			\$30.16	82%		100%	\$41.29	83%	\$24.25	100%
Emp. + Family	Employee	\$32.03	46.6%			\$30.00	35%		75%	\$35.00	32%	\$18.86	56%
Emp. + Family	City/Org.	\$46.20	53.5%			\$54.88	65%		25%	\$74.38	68%	\$24.25	44%
	Vision Plan			% and \$		% and \$		% and \$		% and \$		% and \$	
	Employee	\$6.32	74.5%		100%	\$1.00	13%		100%	\$5.76	12%	\$5.79	100%
	City/Org.	\$7.68	25.5%		0%	\$6.54	87%		0%	\$42.24	88%	\$0.00	0%
	Exams	\$9.40		Yes		Annual		100%		\$10		\$10 co pay	
	Frames	\$72.50		No		Bi-annual up to \$130		\$130 then 20%		\$140 + 20%		\$150 allowance	
	Lens	\$160.00		Yes		\$15 Applied to lens		\$20 copay		\$25 - \$90 copay		\$150 allowance	
	Contacts	\$80.00		Yes		\$130 annually		\$130 then 15%		\$140 covered		\$150 allowance	

	Benefits Offered	Average \$	Average %	Broken Arrow		Edmond		Midwest City		Norman		Stillwater	
	Health Insurance Type of Plan			Health Insurance Plan PPO		Health Insurance Plan PPO		Health Insurance Plan PPO		Health Insurance Plan PPO		Health Insurance Plan PPO	
	Health Plan Deductible												
	Individual	\$715.28		\$400		\$500		\$1,000		\$150		\$500	
	Family	\$1,806.94		\$1,200		\$1,500		\$2,000		\$300		\$1,500	
	Out of Pocket												
	Individual	\$2,719.12		\$2,400		\$3,000		\$3,000		\$3,175		\$2,500	
	Family	\$6,150.00		\$7,200		\$9,000		\$10,200		\$6,350		\$7,500	
	Premium Cost Share %			% and \$		% and \$		monthly % and \$		% and \$		% and \$	
Emp. Only	Employee	\$51.87	10.1%	\$49.40	6%	\$0.00	0%	\$75.09	17%	\$45.82	7%	\$49.36	10%
Emp. Only	City/Org.	\$414.92	89.9%	\$773.81	94%	\$613.48	100%	\$378.97	83%	\$627.96	93%	\$444.08	90%
Emp. + Spouse	Employee	\$304.47	30.4%	\$311.04	17%	\$400.00	25%	\$337.21	33%			\$116.66	10%
Emp. + Spouse	City/Org.	\$859.84	69.6%	\$1,486.90	83%	\$1,246.80	75%	\$696.00	67%			\$1,049.92	90%
Emp. + Children	Employee	\$321.06	30.8%	\$282.76	17%	\$400.00	25%	\$293.76	39%			\$93.66	10%
Emp. + Children	City/Org.	\$753.73	69.2%	\$1,351.74	83%	\$1,246.80	75%	\$455.25	61%			\$842.85	90%
Emp. + Family	Employee	\$287.60	26.1%	\$353.46	17%	\$400.00	25%	\$378.81	29%	\$271.02	18%	\$156.82	10%
Emp. + Family	City/Org.	\$983.21	73.9%	\$1,689.66	83%	\$1,246.80	75%	\$939.34	71%	\$1,268.88	82%	\$1,411.19	90%
	Medical Care Plan Bundle Includes?			Offered (Yes/No)		Offered (Yes/No)		Offered (Yes/No)		Offered (Yes/No)		Offered (Yes/No)	
	Medical	85%	Yes	Yes		Yes		included		Y		Yes	
	Dental	30%	Yes	No		Yes		included		Y		No	
	Vision	25%	Yes	No		Yes		included		N		No	
	Prescriptions	90%	Yes	Yes		Yes		included		Y		Yes	
	Dental Cost Share %			% and \$		% and \$		% and \$		% and \$		% and \$	
Emp. Only	Employee	\$5.33	17.2%	\$2.58	6%	included				included in medical			0%
Emp. Only	City/Org.	\$27.55	82.8%	\$40.45	94%								100%
Emp. + Family	Employee	\$32.03	46.6%	\$19.18	17%					included in medical		\$60.12	80%
Emp. + Family	City/Org.	\$46.20	53.5%	\$91.74	83%							\$14.42	20%
	Vision Plan			% and \$		% and \$		% and \$		% and \$		% and \$	
	Employee	\$6.32	74.5%	\$15.80	96%	included				N/A		\$7.82 - \$20.32	100%
	City/Org.	\$7.68	25.5%	\$0.63	4%								0%
	Exams	\$9.40		\$25.00				100%				\$20 Copay	
	Frames	\$72.50		\$130.00				\$150.00 / two years				See Notes	
	Lens	\$160.00		\$160.00				lens or contacts.				See Notes	
	Contacts	\$80.00		\$130.00				lens or contacts.				See Notes	

Fayetteville Benefits Study	Bentonville	Conway	Fort Smith	Jonesboro	Little Rock	North Little Rock	Rogers	Springdale	Lawrence	Manhattan
Additional Benefits										
Pharmacy										
Co-Pay Generic	\$10	\$4	\$15	\$15	\$15	\$10	\$15	\$10	NR	\$15 / 80%
Co-Pay Mid	\$50	\$30	\$30	\$35	\$45	\$30	\$45	\$40	NR	\$30 / 80%
Co-Pay Brand	\$70	\$50	\$50	\$55	\$70	\$50	\$65	\$60	NR	\$60 / 80%
Mail Order	Yes	Yes		\$30-\$70-\$110	Yes	-	Same	Yes	NR	\$25
Step Therapy	-	-	-	-	-	-	Yes	-	-	Yes
Other Health	-	Doc America	-	-	-	-	-	-	-	-
Life Insurance	\$25,000	\$10,000	1.5x	\$10,000	1-3x	Yes	2x	\$20,000	Up to \$50,000	\$10,000
LTD	60% employer paid	No	Yes	Yes	60%	-	50%	60%	Yes	Yes
AD&D	-	Yes	Yes	Yes	1x	Yes	2x	\$20,000.00	Up to \$50,000	\$20 Yes
STD	No	Yes	No	Yes	Yes	Yes	\$0.60	Yes	Yes	Yes
Supplemental Insurance	Life AD&D	Yes	No	Yes	1-10x%	Yes	Yes	Yes	Yes	No
Vol. Term Life	Yes	Yes	No	Yes	1-3x%	Yes	Yes	Yes	5x	\$10,000/\$500,000
LTC Insurance	Yes	No	No	Yes	Yes	Yes	No	No	No	Yes
Retirement Plan										
401(a)	No	No	Yes	5%	No	-	No	6% - 3% Voya	No	No
457	-	Yes	Yes	No	AR Diamond*	-	TIAA CREF	Voya National	Yes	No
Defined Benefits	Yes	6% / 6%	5% / 0%	No	9% / 4.5%	-	14.25% / 5% APERS	14.75% / 5% APERS	Mandatory	4% / 6%
LOPFI	Fire 21.98% / 8.6%	Fire 32.78% / 8.5%	Fire 36.84% / 8.5%	Fire 40.28%	Yes	Fire 37.40%	Fire 22% / 8.5%	Fire 22% / 8.5%	Fire 20.42%	Fire 20.42%
LOPFI	Police 15.88% /2.5%	Police 31.84% / 2.5%	Police 32.36 / 8.5%	Police 23.83%	Yes	Police 30.22%	Police 22% / 2.5%	Police 22% / 2.5%	Police 20.42%	Police 20.42%
Other Retirement Plans										
Flexible Benefits										
Section 125	Y	Y	Y	Y	N		Y	Y	Y	Y
FSA	Y	Y			Y					Y
Med Reimb	Y	Y	Y	Y	Y		Y	Y		Y
Dependent Care	N	Y	Y	Y	Y		Y	Y		Y
HSA	N	N	N	N	N		N	Y		Y
HRS	N	N	N	N	N		N	N		N
Health/Wellness	*	*	*	*	*	NR	NR	NR	*	*
Holidays	12	11	11	11	9	11	12	11	9	10
Sick Days	20	12	12	12	PTO	20	12	20	12	13
Personal Days	3	-	1	0	-	2	-	-	2	-
Bereavement Days	-	3	3-5	3	3-4	5	3	3	6	5
Parental Leave	-	-	-	-	FMLA	-	FMLA	-	-	-
Vacation	15-24	10-22	10-22	NR	-	10-22	10-20	10-25	12-25	12-27
Vacation Days-Annual Payout	No	No	-	-	No	No	-	-	No	No
PTO	No	No	-	-	PTO	-	-	-	-	-
Tuition Reimbursement	Yes	No	Yes	-	\$2,000	-	-	-	-	Yes
Flex Time	No	No	-	-	No	-	-	-	-	Yes
Remote Working	No	Limited	-	-	Yes	-	-	-	-	No
Alternate Schedules	-	-	-	-	-	-	-	-	-	4 10 hr. days
*See attached Health/Wellness documentation										

Fayetteville Benefits Study	Blue Springs	Florissant	O'Fallon	Springfield	St. Joseph	Broken Arrow	Edmond	Midwest City	Norman	Stillwater
Additional Benefits										
Pharmacy										
Co-Pay Generic	\$40 / 20%	\$10	\$5 / 10	\$5 / 20%	\$10	\$5	NR	\$6 / 20%	\$10	\$20 / \$15
Co-Pay Mid	\$100 / 40%	\$35	\$25 / 30	\$5 / 20%	\$30	\$15 / \$25	NR	\$20 / 40%	\$25	\$35 / \$30
Co-Pay Brand	\$150 / 50%	\$60	\$40 / 60	\$0	\$50	\$35	NR	\$50 / 50%	\$45	\$100 / \$30
Mail Order	Yes	Yes	\$25 co-pay	\$0	Yes	Yes	NR	Same	\$20 / \$50 / \$90	2 Co-pays
Step Therapy	Yes	-	-	-	Yes	-	-	-	-	Yes
Other Health	-	-	-	-	-	-	-	Yes	-	-
Life Insurance	1.5x	2x	1.3x	No	2x	1x	\$15,000	\$30,000	\$10,000 / \$100,000	\$25,000
LTD	Yes-voluntary	60%	60%	No	Yes	6%	60%	60%	No	Yes
AD&D	Yes-voluntary	No	2x	No	Yes-paid	1x	\$15,000.00	1x	\$10,000 / \$100,000	\$25,000.00
STD	26 weeks	60%	Yes-voluntary	No	No	No	60%	60%	Yes-voluntary	Yes-voluntary
Supplemental Insurance	Yes-voluntary	-	Yes-voluntary	Yes	2x	\$5,000-\$350,000	1-5x	Yes	Yes-voluntary	Yes-voluntary
Vol. Term Life	Yes	Yes	Yes-voluntary	No	No	-	1-5x	Up to \$500,000	NR	Yes-voluntary
LTC Insurance	No	No	Yes-voluntary	No	No	No	No	No	NR	Yes-voluntary
Retirement Plan										
401(a)	2.50%	8% / 4%	2.50%	No	No	No	No	No	8.5% / 6.5%	No
457	Yes	Yes	Yes-voluntary	\$10/pp	\$15 / pp	Yes	Yes	Yes	No	Yes
Defined Benefits	Yes	Yes	Yes	Yes	Yes	10% / 2 -10%	8.99% / 5.25%	14%	Yes	6% / 3%
LOPFI	State Plan - ER Paid	State Plan - ER Paid	State Plan - ER Paid	Fire 19%	State Plan - ER Paid	Fire 14%	Fire 14%	Fire 14%	14% / 9%	14%
LOPFI	Police 7.4% / 4%	Police 8.0% / 4%	11-20% - 4%	Police 16.3%	11-20% - 4%	Police 13%	Police 13%	Police 14%	13% / 9%	13%
Other Retirement Plans										
Flexible Benefits										
Section 125	Y	Y	Y	Y	N	Y	Y	Y	N	Y
FSA				Y	N					
Med Reimb	Y	Y	Y	Y	N	Y	Y	Y	Y	Y
Dependent Care	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
HSA	Y	N	Y	N	N	N	N			N
HRS	N	N	N	N	Y	N	N			N
Health/Wellness	*	NR	NR	*	*	NR	NR	*	NR	*
Holidays	9	11	12	9	11	12	11	10	12	11
Sick Days	6	42507	12	12	13	12	12	12	12	12
Personal Days	0	-	-	0	0	0	0	0	0	2
Bereavement Days	3	3	3	?	6		5	7	5	-
Parental Leave	-	-	-	-	-	-	-	FMLA	-	-
Vacation	17-27	10-25	10-20	10-20	10-20	NR	7-16	10-25	12-21	10-20
Vacation Days-Annual Payout	No	No	No	No	No	No	No	Yes	No	-
PTO	-	No	-	-	-	-	No	No	-	-
Tuition Reimbursement	-	No	Yes	Yes	Yes	Yes	Yes	-	Yes	Yes
Flex Time		No	Yes	-	Yes	-	-	-	-	-
Remote Working	-	No	No	-	-	-	-	-	-	-
Alternate Schedules	-	No	No	As Agreed	-	-	-	-	-	Per Department
*See attached Health/Wellness documentation										

City of Fayetteville		Bentonville, AR			Conway AR		
Benefits Study 2016							
	Benefits Offered	Bentonville, AR			Conway AR		
	Health Insurance	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan
	Type of Plan	PPO	HDHP	Other Plan?	PPO	HDHP	Other Plan?
	Health Plan Deductible				AML-MHBF		
	Individual	\$1,000			\$500		
	Family	\$3,000			\$500 per person		
	Out of Pocket						
	Individual				\$4,000 per person		
	Family				\$8,000 per family		
	Health Care Premium Cost Share %	% and \$	% and \$	% and \$	% and \$	% and \$	% and \$
Emp. Only	Employee	15% 52.22			5.6% \$19.50		
Emp. Only	Company/Org.	85% 295.85			94.4% \$327.00		
Emp. + Spouse	Employee				19.5% \$149.75		
Emp. + Spouse	Company/Org.				80.5% \$616.75		
Emp. + Children	Employee				16.4% \$126.00		
Emp. + Children	Company/Org.				83.6% \$640.50		
Emp. + Family	Employee	15% 140.67			25.4% \$194.50		
Emp. + Family	Company/Org.	85% 797.17			74.6% \$572.00		
	Medical Care Plan Bundle Includes?	Offered (Yes/No)			Offered (Yes/No)		
	Medical	Yes			Yes		
	Dental	No			No		
	Vision	No			No		
	Prescriptions	Yes			Yes		
			Additional Plan Details: \$50 Ind. Deductible \$100 Family Deductible Basic benefit 100% Basic Restorative 80% Major Restorative 50% Annual Limit \$1,000			Additional Plan Details: Two Plans: Option 1B: \$1,000 per year max benefit Option 1A: \$1,500 per year max benefit	
	Dental Cost Share %	% and \$			% and \$ Option 1B		
Emp. Only	Employee	15% 4.60			20.8% \$5.05		
Emp. Only	Company/Org.	85% 26.05			79.2% \$19.25		
Emp. + Family	Employee	15% 11.94			28.6% \$20.79		
Emp. + Family	Company/Org.	85% 67.55			71.4% \$51.91		
			Additional Plan Details:			Additional Plan Details: VSP Vision Plan	
	Vision Plan	% and \$			% and \$		
	Employee	100%			100%		
	Company/Org.	0%			0%		
	Exams	Yes			Yes		
	Frames	Yes			Yes		
	Lens	Yes			Yes		
	Contacts	Yes			Yes		

		Bentonville, AR			Conway AR		
			Additional Plan Details:			Additional Plan Details:	
	Pharmacy Plan	% and \$			% and \$		
	Co-pay - Generic	\$10			\$4.00		
	Co-pay - Middle	\$50			\$30.00		
	Co-pay - Brand Name	\$70			\$50.00		
	Mail Order	Yes			Yes		
	Step Therapy		Additional Plan Details:			Additional Plan Details:	
	Other Health Care Plan Features	Please Provide Plan Summary			Please Provide Plan Summary		
					DocAmerica online medical experts - 24 hr nurse line		
Other Benefits	Employer Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	Life Insurance	Yes	\$25,000	.175/1,000	Yes	\$10,000	FT employees only
	LT Disability Insurance	Yes Employer Paid 100%	60% of Salary	180 days elimination period	No		
	AD&D Insurance				Yes	\$10,000	FT employees only
	Employee Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	ST Disability Insurance	No			Yes		
	Supplemental Insurance	Life & AD&D			Yes		LegalShield/IDShield medical key gap insurance
	Voluntary Term Life Insurance	Yes			Yes		
	Long Term Care Insurance	Yes			No		
Retirement Plans	Type of Plan	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory
	401(a)	No			No		
	457				Yes	No	-
	Defined Benefit	Yes - APERS	13.45%	5%	Yes	6%	6%
	AR Cities: LOPFI Benefit Program	Fire	21.98%	8.60%	Fire	32.78%	8.50%
	AR Cities: LOPFI Benefit Program	Police	15.88%	2.50%	Police	31.84%	2.50%
	Other Retirement Plans:	Additional Plan Details:			Additional Plan Details:		

			Bentonville, AR		Conway AR
			Additional Information on Benefits and Unique Benefits:		Additional Information on Benefits and Unique Benefits:
					Free use of public facilities (Lake Beaverfork, McGee & Conway Sports Center)
					Sick days for Police - ACA 14-52-107 Fire - ACA 14-53-108
					Non-Civil Service Sick Days Employee terminates employment Due death or pension receiving retirement - max payout 480 hours
Other Benefits	Annual # of Holidays	12		11	
	Annual # of Sick Days	20/90 day limit		12 Non-Uniformed	
	Annual # of Personal Days	3		N/A	
	Number of Bereavement Days			3	
	Number of Days of Paid Parental Leave			N/A	
		After 6 months 15 After 1 yr 15 After 3 yrs 15 After 5 yrs 15 After 6 yrs 18 After 10 yrs 18 After 11 yrs 20 After 15 yrs 20 After 20 yrs 20 After 21 yrs 22 After 25 yrs 24		Less than 3 yrs 10 days After 3rd yr 12 days After 5th yr 15 days After 10th yr 16 days After 11th yr 17 days After 15th yr 20 days After 25th yr 22 days Police ACA-14-52-106 Fire ACA-14-53-107	
	Vacation Accrual Range (1,3,5,10,15,20,25+)				
	Vacation Days Optional Annual Payout Policy	No		No	
	If PTO Plan, Provide Schedule	No		N/A	
	Tuition Reimbursement Program	Yes-College Technical/passing grade/licensed certification		No	
	Flex Time	No		No	
	Remote Working	No		Limited Basis approved by dept. director & Mayor	
	Alternative Schedules - Please describe:				

City of Fayetteville		Fort Smith, AR			Jonesboro, AR		
Benefits Study 2016							
	Benefits Offered	Fort Smith, AR			Jonesboro, AR		
	Health Insurance	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan
	Type of Plan	PPO	HDHP	Other Plan?	PPO	HDHP	Other Plan?
	Health Plan Deductible			Self Insured			
	Individual			2,000	\$600		
	Family			4,000	\$1,800		
	Out of Pocket						
	Individual			6,850	\$2,000		
	Family			13,700	\$6,000		
	Health Care Premium Cost Share %	% and \$	% and \$	% and \$	% and \$	% and \$	% and \$
Emp. Only	Employee			30%	29%/\$115 per mo		
Emp. Only	Company/Org.			70%	71%/\$282 per mo		
Emp. + Spouse	Employee			30%	na		
Emp. + Spouse	Company/Org.			70%	na		
Emp. + Children	Employee			30%	na		
Emp. + Children	Company/Org.			70%	na		
Emp. + Family	Employee			30%	29%/\$248 per mo		
Emp. + Family	Company/Org.			70%	71%/\$607 per mo		
	Medical Care Plan Bundle Includes?	Offered (Yes/No)			Offered (Yes/No)		
	Medical	Yes			yes		
	Dental	Yes			no		
	Vision	Yes			no		
	Prescriptions	Yes			yes		
			Additional Plan Details:			Additional Plan Details:	
	Dental Cost Share %	% and \$			% and \$	Annual maximum \$1,000 per person Deductible \$50 per person \$150 family Diagnostic & Preventive Services 100% Basic restorative services 80% Major restorative services 50%	
Emp. Only	Employee	30%			0%		
Emp. Only	Company/Org.	70%			100%/\$27 per mo		
Emp. + Family	Employee	30%			100%/\$59 per mo		
Emp. + Family	Company/Org.	70%			\$59/\$27 per mo		
			Additional Plan Details:			Additional Plan Details:	
	Vision Plan	% and \$			% and \$	AR BCBS Gold Vision	
	Employee	30%			100%		
	Company/Org.	70%			0%		
	Exams	\$10			Annual \$10 copay		
	Frames	\$100			Bi-Annual up to \$150		
	Lens	\$10			Annual \$20 copay		
	Contacts	\$100			Maximum \$150		

		Fort Smith, AR			Jonesboro, AR		
			Additional Plan Details: Generic at Align pharmacy 10% copy or \$10 minimum		Additional Plan Details:		
	Pharmacy Plan	% and \$					
	Co-pay - Generic	20% or \$15 minimum					
	Co-pay - Middle	30% or \$30 minimum					
	Co-pay - Brand Name	40% or \$50 minimum					
	Mail Order				\$55		
	Step Therapy				Yes \$30 \$70 \$110		
	Other Health Care Plan Features	Please Provide Plan Summary	Additional Plan Details:		Please Provide Plan Summary	Additional Plan Details:	
Other Benefits	Employer Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	Life Insurance	Yes	1-5 times annual salary		yes	\$10,000	
	LT Disability Insurance	Yes	50% automatic with option for employee to buy up an additional 16 2/3%		yes	60% of monthly earnings up to max of \$5,000/month	Employee paid 180 days elimination period
	AD&D Insurance	Yes			yes		
	Employee Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	ST Disability Insurance	No			yes	60% of weekly earnings up to max \$1,000/week 26 weeks max	30 days elimination period
	Supplemental Insurance	No			yes		
	Voluntary Term Life Insurance	No			yes		
	Long Term Care Insurance	No			yes		
Retirement Plans	Type of Plan	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory
	401(a)	Yes	5%	0	yes	5%	
	457	Yes	0	optional	no	na	
	Defined Benefit				no	na	
	AR Cities: LOPFI Benefit Program	Yes	Police 32.36%; Fire 36.84%	8.50%	Fire	40.28%	8.50%
	AR Cities: LOPFI Benefit Program	Yes	Police 30.86%; Fire 36.84%	8.50%	Police	23.83%	8.50%
	Other Retirement Plans:	Additional Plan Details:			Additional Plan Details:		

			Fort Smith, AR		Jonesboro, AR
			Additional Information on Benefits and Unique Benefits:		Additional Information on Benefits and Unique Benefits:
Other Benefits	Annual # of Holidays	11		11	
	Annual # of Sick Days	96		12	
	Annual # of Personal Days	1		0	
	Number of Bereavement Days	3 up to 5		3	
	Number of Days of Paid Parental Leave			0	
	Vacation Accrual Range (1,3,5,10,15,20,25+)	1 yr 10 days 5 yrs 12 days 10 yrs 15 days 20 yrs 20 days		Monthly	
	Vacation Days Optional Annual Payout Policy			na	
	If PTO Plan, Provide Schedule			na	
	Tuition Reimbursement Program	\$1,287 per semester; up to 3 semesters		na	
	Flex Time			na	
	Remote Working			na	
	Alternative Schedules - Please describe:			na	

City of Fayetteville							
Benefits Study 2016							
		Little Rock, AR			North Little Rock, AR		
	Benefits Offered						
	Health Insurance	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan
	Type of Plan	PPO	HDHP	Other Plan?	PPO	HDHP	Other Plan?
	Health Plan Deductible						
	Individual	\$1,500	2000		\$1,200		
	Family	\$1,500	2000		\$6,000		
	Out of Pocket						
	Individual	\$4,000			\$4000 + \$2600 Pharmacy		
	Family	\$4,000			\$8000 + \$5200 Pharmacy		
	Health Care Premium Cost Share %	% and \$	% and \$	% and \$	% and \$	% and \$	% and \$
Emp. Only	Employee	0%			0%		
Emp. Only	Company/Org.	400.64 MO			100%		
Emp. + Spouse	Employee						
Emp. + Spouse	Company/Org.						
Emp. + Children	Employee						
Emp. + Children	Company/Org.						
Emp. + Family	Employee	\$178.06 BW			25%		
Emp. + Family	Company/Org.	530.89 MO			75%		
	Medical Care Plan Bundle Includes?	Offered (Yes/No)			Offered (Yes/No)		
	Medical	No			Yes		
	Dental	No			Yes		
	Vision	No			No		
	Prescriptions	No			Yes		
			Additional Plan Details: In Network Deductible: \$50 per person/ \$150 per family Out of Network: 10% Reduction in benefits Max: Rollover up to \$250 if less than \$499 used, with at least one covered service.			Additional Plan Details: \$50 deductible; \$1200 annual max; Orthodontics \$1000 lifetime max	
	Dental Cost Share %	% and \$			% and \$		
Emp. Only	Employee	0%					
Emp. Only	Company/Org.	23.58 BW					
Emp. + Family	Employee	\$6.57 BW					
Emp. + Family	Company/Org.	\$23.58 BW					
			Additional Plan Details:			Additional Plan Details:	
	Vision Plan	% and \$			% and \$		
	Employee	\$0.00 EE Only/ \$1.00 Family					
	Company/Org.	\$5.00 MO					
	Exams	\$10.00 Co-pay					
	Frames	Up to \$120 allowance every 24 months.					
	Lens	Standard lenses covered in full after \$50 dedcuible every 12 months.					
	Contacts	Covered up to \$105 every 12 months					

		Little Rock, AR			North Little Rock, AR		
			Additional Plan Details:			Additional Plan Details:	
	Pharmacy Plan	% and \$			% and \$		
	Co-pay - Generic	Co- Pay: \$15 Base/ \$10 Buy-up option			\$10		
	Co-pay - Middle	Co- Pay: \$45 Base/ \$30 Buy-up option			\$30		
	Co-pay - Brand Name	Co- Pay: \$70 Base/ \$50 Buy-up option			\$50		
	Mail Order	2.5 times the monthly copay.					
	Step Therapy		Additional Plan Details:			Additional Plan Details:	
	Other Health Care Plan Features	Please Provide Plan Summary			Please Provide Plan Summary		
Other Benefits	Employer Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	Life Insurance	Yes	1- 3 times annual salary	Salary rounded to the next thousand.	Yes		
	LT Disability Insurance	Yes	60% of covered employee's monthly gross salary less other disability benefits for the period of disability up to age 65. Maximum benefits is \$7500 a month.				
	AD&D Insurance	Yes	1 times annual salary		Yes		
	Employee Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	ST Disability Insurance	Yes			Yes		
	Supplemental Insurance	Yes	1 X- 10X Salary .031¢ per \$1,000 in coverage		Yes		
	Voluntary Term Life Insurance	Yes	1X - 3X Salary Cost varies, based on age		Yes		
	Long Term Care Insurance	Yes			Yes		
Retirement Plans	Type of Plan	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory
	401(a)	No					
	457	Yes: AR Diamond		Max Contribution: 18,000 Age 50 & Above: \$24,000 Age 61/3-year catch up: \$36,000			
	Defined Benefit	Yes	Up to 9%	Up to 4.5%			
	AR Cities: LOPFI Benefit Program	Yes			Fire	37.40%	
	AR Cities: LOPFI Benefit Program	Yes			Police	30.22%	
	Other Retirement Plans:	Additional Plan Details:			Additional Plan Details:		

Flexible Benefits		Little Rock, AR			North Little Rock, AR		
		Offered (Yes/No)	Employer Contribution	Other Details	Offered (Yes/No)	Employer Contribution	Other Details
	Full Cafeteria	No					
	Section 125						
	FSA	Yes	Based upon medical cost per plan year.	Actual medical cost divided by 26 (pay periods per year)			
	Medical Reimbursement	Yes		\$2550/ year max			
	Dependent Care	Yes		\$5000/ year max			
	H.S.A.	No					
	H.R.A.	No					
		H/W Program Highlights: Passport to Wellness Program Employees and covered spouse can earn reward points for completing these health actions: Health Survey- \$25, Biometric Screening Participation- \$75, Fitness Reimbursement Program- \$20/mo, Online Action Plans (Missions)- \$50, Telephone-based Health Coaching Program- \$25 and myHealthcare Cost Estimator- \$25. Maximum- Per Employee/ Covered Spouse- \$200.			H/W Program Highlights:		
	Health/Wellness Program						
	Incentives, Disincentives, Biometrics, Health						
	Screening, Wellness Premiums, Tobacco, etc.						
	Primary Care (MD/APN) On site or Nearby Clinics						
	Attach Health and Wellness Plan						

			Little Rock, AR		North Little Rock, AR
			Additional Information on Benefits and Unique Benefits: PTO: Up to 3 years of service: 160 annually, 6.15 hrs per pay period, 320 maximum balance 3 to 10 years of service: 200 annually, 7.70 hrs per pay period, 320 maximum balance 10 to 20 years of service: 224 annually, 8.62 hrs per pay period, 320 maximum balance 20 years of service and over: 256 annually, 9.85 hrs per pay period, 320 maximum balance Vacation Leave- Union: Up to 3 years of service: 10 days per year (3.08 hrs per pay period) 3 to 10 years of service: 15 days per year (4.62 hrs per pay period) 10 to 20 years of service: 19 days per year (5.8446 hrs per pay period) 20 years of service and over: 23 days per year (7.077 hrs per pay period) Sick Leave- Union: 12 Days per year with the maximum accrual of 125 days		Additional Information on Benefits and Unique Benefits:
Other Benefits	Annual # of Holidays	9 paid holidays		11	
	Annual # of Sick Days	Non- Union: Included in PTO		20	
	Annual # of Personal Days			2	
	Number of Bereavement Days	3 In state/ 4 Out of state		5	
	Number of Days of Paid Parental Leave	12 Weeks/ FMLA		0	
	Vacation Accrual Range (1,3,5,10,15,20,25+)	NA		1-3 yrs 10 days 3-10 yrs 15 days 10-20 yrs 18 days 20+ yrs 22 days	
	Vacation Days Optional Annual Payout Policy	No		Ordinance No. 7073, adopted 10/13/97, provided:(1) that all non-uniformed employees who retire, resign or die after completing 10 years service shall be paid for unused sick leave not to exceed 60 days (480 hours). (2) Upon retirement or death after completing 20 years of service, employees shall be paid 100% of accumulated sick leave up to 60 days (480 hours) for the first 60 days of unused sick leave, plus 50% of each day in excess of 60 days to a maximum of 90 days (720 hours). (3) That the ordinance shall not affect the amount of unused sick leave that a current employee (on that date) would be entitled to if that employee were to retire or resign with 5 to 10 years service, the schedule of which was as follows: 5 years = 25% of 60 Days 6 years = 40% of 60 Days 7 years = 55% of 60 Days 8 years = 70% of 60 Days 9 years = 85% of 60 Days	
	If PTO Plan, Provide Schedule	Please see comments to the right			
	Tuition Reimbursement Program	\$2000- Per Year			
	Flex Time	No			
	Remote Working	Under the discretion of Director of HR			
	Alternative Schedules - Please describe:				

City of Fayetteville		Rogers, AR			Springdale, AR		
Benefits Study 2016							
	Benefits Offered	Rogers, AR			Springdale, AR		
	Health Insurance	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan
	Type of Plan	PPO	HDHP	Other Plan?	PPO	HDHP	Other Plan?
	Health Plan Deductible						
	Individual	\$750			\$1,000	2600	NONE
	Family	\$1,500			\$3,000	5200	NONE
	Out of Pocket						
	Individual	\$2,750			\$2,000	2600	NONE
	Family	\$5,500			\$6,000	5200	NONE
	Health Care Premium Cost Share %	% and \$	% and \$	% and \$	% and \$	% and \$	% and \$
Emp. Only	Employee	18.83 (Per 26 Pay Period)			30%; \$131.49	30%; \$98.80	
Emp. Only	Company/Org.	\$186.52			70%; \$306.80	70%; \$230.52	
Emp. + Spouse	Employee	N/A			30%; \$262.69	30%; \$197.37	
Emp. + Spouse	Company/Org.	N/A			70%; 612.94	70%; \$460.53	
Emp. + Children	Employee	\$44.78			30%; \$236.30	30%; \$177.54	
Emp. + Children	Company/Org.	\$238.60			70%; \$551.35	70%; \$414.26	
Emp. + Family	Employee	\$61.33			30%; \$361.19	30%; \$271.38	
Emp. + Family	Company/Org.	\$413.03			70%; \$842.79	70%; \$633.23	
	Medical Care Plan Bundle Includes?	Offered (Yes/No)			Offered (Yes/No)		
	Medical	Yes			NO		
	Dental	No			NO		
	Vision	No			NO		
	Prescriptions	Yes			NO		
			Additional Plan Details:			Additional Plan Details: \$50 per member annual deductible; \$1,000 annual maximum; preventative paid at 100%; Basic Restorative = 80/20; Major Restorative = 50/50; \$1,000 ortho lifetime max for dependents 19 and under.	
	Dental Cost Share %	% and \$			% and \$		
Emp. Only	Employee	\$11.17			30%; \$6.85		
Emp. Only	Company/Org.	0%			70%; %15.97		
Emp. + Family	Employee	\$61.33			30%; \$21.83		
Emp. + Family	Company/Org.	0%			70%; \$50.94		
			Additional Plan Details:			Additional Plan Details:	
	Vision Plan	% and \$			% and \$		
	Employee	\$7.69			30%; \$1.88		
	Company/Org.	0%			70%; \$4.38		
	Exams	\$10			\$10 co-pay annually		
	Frames	\$15			\$150 allowance every 24 mos.		
	Lens	Covered			Out-of-pocket		
	Contacts	\$30			\$150 allowance annually		

		Rogers, AR			Springdale, AR		
			Additional Plan Details:		Additional Plan Details: HDHP = pay the BCBS allowed amount for prescription drugs until deductible is met.		
	Pharmacy Plan	% and \$					
	Co-pay - Generic	\$15					
	Co-pay - Middle	\$45					
	Co-pay - Brand Name	\$65					
	Mail Order	Same	Additional Plan Details:		Additional Plan Details:		
	Step Therapy	Yes					
	Other Health Care Plan Features	Please Provide Plan Summary					
Other Benefits	Employer Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	Life Insurance	Yes	2x Salary, or \$150k max		Yes	20K	
	LT Disability Insurance	Yes	13 week waiting period, 50% of gross pay, \$3000 max			60% of salary	180 day elimination period
	AD&D Insurance	Yes	2x Salary, or \$150k max			20K	
	Employee Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	ST Disability Insurance	Yes	60% of gross pay, \$3000 max		Yes		Purchased by employee thru AFLAC
	Supplemental Insurance	Yes	Lump sum Accident and/or Critical Illness (Heart, Stroke, Transplant, Cancer)		Yes		Purchased by employee thru AFLAC
	Voluntary Term Life Insurance	Yes	\$130k guaranteed issue, \$30k for spouse		Yes		Purchased by employee thru Mutual/Omaha
	Long Term Care Insurance	No			No	n/a	n/a
Retirement Plans	Type of Plan	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory
	401(a)	None			VOYA	6% Mandatory Employer Contribution	3% Mandatory Employee Contribution
	457	TIAA-CREF	None	Voluntary	VOYA & Nationwide	No Match	No Match
	Defined Benefit	APERS (Civilians)	14.75%	5%	APERS (Civilians)	14.75%	5%
	AR Cities: LOPFI Benefit Program	Fire	22%	8.50%	Fire	22%	8.5%
	AR Cities: LOPFI Benefit Program	Police	22%	2.50%	Police	22%	2.5%
	Other Retirement Plans:	Additional Plan Details: Uniformed Fire employees are exempt from Social Security			Additional Plan Details: None		

		Rogers, AR			Springdale, AR		
Flexible Benefits	Full Cafeteria	Offered (Yes/No)	Employer Contribution	Other Details	Offered (Yes/No)	Employer Contribution	Other Details
	Section 125	Yes			Yes	0	
	FSA						
	Medical Reimbursement	Yes		\$2550 max	Yes	0	Administered thru AFLAC/Wage Works
	Dependent Care	Yes		\$5000 max	Yes	0	Administered thru AFLAC/Wage Works
	H.S.A.	None			Yes	Employee Only - \$1016/year; Employee/Spouse: \$2032/year; Employee/Child: \$1831/year; Family - \$2797/year	
	H.R.A.	None			NO	N/A	N/A
		H/W Program Highlights:			H/W Program Highlights: NONE		
	Health/Wellness Program						
	Incentives, Disincentives, Biometrics, Health						
	Screening, Wellness Premiums, Tobacco, etc.						
	Primary Care (MD/APN) On site or Nearby Clinics						
	Attach Health and Wellness Plan						

Rogers, AR			Springdale, AR		
			Additional Information on Benefits and Unique Benefits: Civilian employees accrue vacation at 80 hrs per year during first five years, 120 hrs per year during next five years, 160 hrs per year after 10 years. Max accrual amount is two years worth (160, 240, 320).		Additional Information on Benefits and Unique Benefits:
Other Benefits	Annual # of Holidays	12		11	
	Annual # of Sick Days	12		20	
	Annual # of Personal Days	Per year: 80, 120, 160		N/A	
	Number of Bereavement Days	3		3	
	Number of Days of Paid Parental Leave	FMLA plus accrued time		0	
	Vacation Accrual Range (1,3,5,10,15,20,25+)	1, 5, 10		Under 1 year - 2 weeks; 2 -10 years: 3 weeks; 11-19 years: 4 weeks; 20+ years: 5 weeks	
	Vacation Days Optional Annual Payout Policy	None		N/A	
	If PTO Plan, Provide Schedule	None			
	Tuition Reimbursement Program	None		n/a	
	Flex Time	None		n/a	
	Remote Working	None		n/a	
	Alternative Schedules - Please describe:	None		n/a	

City of Fayetteville		Lawrence, KS			Manhattan, KS		
Benefits Study 2016							
	Benefits Offered						
	Health Insurance	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan
	Type of Plan	PPO	HDHP	Other Plan?	PPO #2	HDHP	PPO #1
	Health Plan Deductible				70% after deductible	80% after deductible	
	Individual	\$1,200			\$125	\$1,500	\$0
	Family	\$1,500			\$375	\$3,000	\$0
	Out of Pocket						
	Individual	\$2,400			\$1,300	\$3,000	\$1,300
	Family	\$4,800			\$2,600	\$6,000	\$2,600
	Health Care Premium Cost Share %	% and \$	% and \$	% and \$	% and \$	% and \$	% and \$
Emp. Only	Employee	\$7.00			\$23.56	\$69.20	\$71.32
Emp. Only	Company/Org.	\$252.00			\$447.67	\$384.71	\$531.79
Emp. + Spouse	Employee	\$84.00			N/A		
Emp. + Spouse	Company/Org.	\$484.00			N/A		
Emp. + Children	Employee	\$77.00			N/A		
Emp. + Children	Company/Org.	\$438.00			N/A		
Emp. + Family	Employee	\$136.00			\$119.82	\$253.56	\$280.46
Emp. + Family	Company/Org.	\$682.00			\$984.61	\$787.30	\$1,121.84
	Medical Care Plan Bundle Includes?	Offered (Yes/No)			Offered (Yes/No)		
	Medical	YES			Yes	Yes	Yes
	Dental	YES			Yes	Yes	Yes
	Vision	YES			Yes	Yes	Yes
	Prescriptions	YES			Yes	Yes	Yes
			Additional Plan Details:			Additional Plan Details: Dental Max Benefit \$1,500 Preventive & Diagnostic 100% Basic 50% Major 50%	
	Dental Cost Share %	% and \$			See "Benefits at a Glance".		
Emp. Only	Employee	INCLUDED					
Emp. Only	Company/Org.	INCLUDED					
Emp. + Family	Employee	INCLUDED					
Emp. + Family	Company/Org.	INCLUDED	Additional Plan Details:		Delta Dental as of 1/1/17	Additional Plan Details: Emp only 6.86 Emp & Spouse 13.04 Emp & Children 13.72 Emp & Family 20.18	
	Vision Plan	% and \$			% and \$		
	Employee	INCLUDED			100%		
	Company/Org.				0%		
	Exams				Yes		
	Frames				No		
	Lens				Yes		
	Contacts				Yes		

			Lawrence, KS		Manhattan, KS		
			Additional Plan Details:		PPO 70% after deductible HDHP 80% after deductible		
	Pharmacy Plan	% and \$					
	Co-pay - Generic	INCLUDED					
	Co-pay - Middle						
	Co-pay - Brand Name						
	Mail Order		Additional Plan Details:		Additional Plan Details: SEE SPD		
	Step Therapy						
	Other Health Care Plan Features	Please Provide Plan Summary					
Other Benefits	Employer Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	Life Insurance	yes	up to \$50,000		Yes	\$10,000	Dependent benefit \$2,000
	LT Disability Insurance	Yes, through state retirement plan			Yes-through state retirement plan		
	AD&D Insurance	yes	up to \$50,000		Yes	\$10,000 X two	Dependent benefit \$2,000
	Employee Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	ST Disability Insurance	yes, American General			Yes	Quote Individually	Depends on age/income & Level of benefit
	Supplemental Insurance	yes, American General			No		
	Voluntary Term Life Insurance	yes	up to 5x annual salary		Yes	\$10,000 - \$500,000 GI	Spouses GI \$10,000 - \$500,000
	Long Term Care Insurance	no			Yes	SEE COMBINED Page 1 summary	
Retirement Plans	Type of Plan	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory
	401(a)				No		
	457	yes	none		Yes	No	No
	Defined Benefit	yes	mandatory		Yes	Interest on contributions 4%	6%
	AR Cities: LOPFI Benefit Program	Fire	20.42%		Fire	20.42%	
	AR Cities: LOPFI Benefit Program	Police	20.42%		Police	20.42%	
	Other Retirement Plans:	Additional Plan Details:			Additional Plan Details:		

		Lawrence, KS			Manhattan, KS		
Flexible Benefits	Full Cafeteria	Offered (Yes/No)	Employer Contribution	Other Details	Offered (Yes/No)	Employer Contribution	Other Details
	Section 125	yes			Yes	N/A	SEE SPD
	FSA				Yes	No	
	Medical Reimbursement				Yes	No	
	Dependent Care				Yes	No	
	H.S.A.				Yes	No	
	H.R.A.				No		
	Health/Wellness Program	H/W Program Highlights: incentives for logging wellness points and being tobacco free. Up to \$400 earned and deposited into HRA			H/W Program Highlights: Annual Health Risk Assessments Online electronic assessment & biometric screenings Onsite Fitness Center Healthy lifestyle coaching Wellness presentations Encouraging preventive care appointments Onsite flu shots Tobacco cessation program EAP		
	Incentives, Disincentives, Biometrics, Health						
	Screening, Wellness Premiums, Tobacco, etc.						
	Primary Care (MD/APN) On site or Nearby Clinics						
	Attach Health and Wellness Plan						

			Lawrence, KS		Manhattan, KS
			Additional Information on Benefits and Unique Benefits:		Additional Information on Benefits and Unique Benefits:
Other Benefits	Annual # of Holidays	9	VACATION: First through Fifth Sixth through Tenth Eleventh through Fifteenth Sixteenth through Twentieth Twenty-First through Twenty-fifth Twenty-Sixth and Above 12 days - 96 hrs 16 days - 128 hrs 19 days - 152 hrs 22 days - 176hrs 24 days - 192 hrs 25 days - 200 hrs	10 - 10/1/2	4 hrs sick day accrual per pay period or 13 days/year. Maximum accrual = 40 days
	Annual # of Sick Days	12		See "Benefits in Brief"	
	Annual # of Personal Days	2		No	
	Number of Bereavement Days	6		5 /yr.	
	Number of Days of Paid Parental Leave	na		No	
					VACATION: 1st-5th years 96 hrs or 12 days 6th-10th years 132 hrs or 16.5 days 11th-15th years 156 hrs or 19.5 days 16th-20th years 192 hrs or 24 days Over 21 years 216 hrs or 27 days
	Vacation Accrual Range (1,3,5,10,15,20,25+)				See "Benefits in Brief"
	Vacation Days Optional Annual Payout Policy If PTO Plan, Provide Schedule	100% after 5 yrs			No No
	Tuition Reimbursement Program				Yes
	Flex Time				Yes
	Remote Working				No
	Alternative Schedules - Please describe:				4 10 hr days in some departments

City of Fayetteville		Blue Springs, MO			Florissant, MO		
Benefits Study 2016							
	Benefits Offered						
	Health Insurance	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan
	Type of Plan	PPO	HDHP	HMO	PPO	HDHP	Other Plan?
	Health Plan Deductible						
	Individual	\$750	\$1,500	NA	\$500		
	Family	\$2,250	\$3,000	NA	\$1,000		
	Out of Pocket						
	Individual	\$2,500	\$1,500	\$6,350	\$2,500		
	Family	\$5,000	\$3,000	\$12,700	\$5,000		
	Health Care Premium Cost Share %	% and \$	% and \$	% and \$	% and \$	% and \$	% and \$
Emp. Only	Employee	\$132.00	\$0.00	\$56.00	0%		
Emp. Only	Company/Org.	\$494.42	\$405.22	\$494.72	100%		
Emp. + Spouse	Employee	\$490.00	\$235.00	\$352.00	0% for employee's cost, 75% of family cost		
Emp. + Spouse	Company/Org.	\$949.78	\$705.42	\$949.42	100% cost for employee, 25% for family cost		
Emp. + Children	Employee	\$490.00	\$235.00	\$352.00	0% for employee's cost, 75% of family cost		
Emp. + Children	Company/Org.	\$949.78	\$705.42	\$949.42	100% cost for employee, 25% for family cost		
Emp. + Family	Employee	\$628.00	\$279.00	\$394.00	0% for employee's cost, 75% of family cost		
Emp. + Family	Company/Org.	\$1,062.90	\$835.86	\$1,062.60	100% cost for employee, 25% for family cost		
	Medical Care Plan Bundle Includes?	Offered (Yes/No)			Offered (Yes/No)		
	Medical	Yes	Yes	Yes	Yes		
	Dental	No	No	No	Yes		
	Vision	No	No	No	Yes (Voluntary only)		
	Prescriptions	Yes	Yes	Yes	part of Medical		
			Additional Plan Details:			Additional Plan Details:	
	Dental Cost Share %	% and \$	Delta Dental Diagnostic & Preventive Services 100% Basic Services 85% Major Services 55% Orthodontic 50% Deductible \$50/person \$150/family Max benefit \$1,250/year		% and \$		
Emp. Only	Employee	\$4.00			0%		
Emp. Only	Company/Org.	\$30.16			100%		
Emp. + Family	Employee	\$30.00			0% of employee cost, 100% for family cost		
Emp. + Family	Company/Org.	\$54.88			100% for employee cost, 0% for family cost		
			Additional Plan Details:			Additional Plan Details:	
	Vision Plan	% and \$	VSP - Vision Service Plan		% and \$		
	Employee	\$1.00			100%		
	Company/Org.	\$6.54			0%		
	Exams	Annual			1000%		
	Frames	Bi-annual up to \$130			\$130 allowance, then 20% off any remaining balance (frames only every 24 months)		
	Lens	\$15 Applied to lens			\$20 copay		
	Contacts	Covered up to \$130/year			\$130 allowance, then 15% off any remaining balance		

		Blue Springs, MO			Florissant, MO		
			Additional Plan Details:		Additional Plan Details:		
	Pharmacy Plan	% and \$ PPO	HDHP Levels 1-4 20% after deductible HMO Level 1 \$7 or actual cost if less Level 2 \$40 Copay Level 3 \$70 Copay Level 4 25% up to \$4,000 Annual Limit		% and \$		
	Co-pay - Generic	Level 1: 20% up to \$40 cap			10%		
	Co-pay - Middle	Level 2: 40% up to \$100 cap			35%		
		Level 3: 50% up to \$150 cap					
	Co-pay - Brand Name	Level 4: 25% up to \$2,500 annual max			60%		
	Mail Order	Yes			available		
	Step Therapy	Yes	Additional Plan Details:		no	Additional Plan Details:	
	Other Health Care Plan Features	Please Provide Plan Summary			Please Provide Plan Summary		
Other Benefits	Employer Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	Life Insurance	Yes	1 1/2 x Annual Salary		yes	2 times salary	
	LT Disability Insurance	Yes	Voluntary		yes	60% salary after 90 days	
	AD&D Insurance	Yes	Voluntary		no		
	Employee Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	ST Disability Insurance	Yes	26 weeks	City provides	yes	60% after 31 days	
	Supplemental Insurance	Yes - Voluntary Life Insurance AD&P	\$10,000 to \$500,000	Also-Accident only Cancer Critical Illness			
	Voluntary Term Life Insurance	Yes			yes	based off of \$10,000 increments	
	Long Term Care Insurance				no		
Retirement Plans	Type of Plan	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory
	401(a)	Yes	2.5% base		yes	8% mandatory	4% mandatory
	457	Yes	No		yes	no match	employee's cost
	Defined Benefit	Yes	LAGERS-ER Paid 5.8%		yes	no match	4%
	AR Cities: LOPFI Benefit Program				no		
	AR Cities: LOPFI Benefit Program	Police	7.40%		Police	8%	
	Other Retirement Plans:	Additional Plan Details:			Additional Plan Details:		

Flexible Benefits		Blue Springs, MO			Florissant, MO		
		Offered (Yes/No)	Employer Contribution	Other Details	Offered (Yes/No)	Employer Contribution	Other Details
	Full Cafeteria	Yes			yes	0	
	Section 125						
	FSA						
	Medical Reimbursement	Yes \$2,500 / year			yes	0	
	Dependent Care	Yes \$2,500 / year			yes	0	
	H.S.A.	Yes \$2,500 / year	\$75/month Employee only \$150/month Employee & Family		no		
	H.R.A.				no		
		H/W Program Highlights:			H/W Program Highlights:		
		MPR Wellness & Fitness Center Free Use of Facility					
	Health/Wellness Program						
	Incentives, Disincentives, Biometrics, Health						
	Screening, Wellness Premiums, Tobacco, etc.						
	Primary Care (MD/APN) On site or Nearby Clinics						
	Attach Health and Wellness Plan						

			Blue Springs, MO		Florissant, MO
			PTO		Additional Information on Benefits and Unique Benefits:
			Less than five years 17 days 5 to 15 years 22 days 15+ years 27 days		
Other Benefits	Annual # of Holidays	9		11 holidays	
	Annual # of Sick Days	6		0-3 years=5 days, 3-5 years=10 days, 5-10 years=15 days, 10 years+=2- days	
	Annual # of Personal Days	0		no	
	Number of Bereavement Days	3		3	
	Number of Days of Paid Parental Leave	0		no	
	Vacation Accrual Range (1,3,5,10,15,20,25+)	No-PTO Plan		1-7 years=80 hours, 8-14 years=120 hours, 15-19 years=160 hours, 20+=200 hours	
	Vacation Days Optional Annual Payout Policy	No		no	
	If PTO Plan, Provide Schedule	No		no	
	Tuition Reimbursement Program			no	
	Flex Time			no	
	Remote Working			no	
	Alternative Schedules - Please describe:			no	

City of Fayetteville		O'Fallon, MO			Springfield, MO		
Benefits Study 2016							
	Benefits Offered	O'Fallon, MO			Springfield, MO		
	Health Insurance	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan
	Type of Plan	PPO	HDHP	Other Plan?	PPO	HDHP	Other Plan?
	Health Plan Deductible						
	Individual	\$200 in network/\$500 out	\$500 in network/\$1000 out	\$2600 in network/\$5000 out			500
	Family	\$600 in network/\$1000 out	\$1500 in network/\$3000 out	\$7800 in network/\$15000 out			1000
	Out of Pocket						
	Individual	\$1700 in/\$5000 out	\$2500 in/\$5000 out	\$2600 in/\$9000 out			2500
	Family	\$3400 in/\$10,000 out	\$5000 in/\$10,000 out	\$7800 in/\$18,000 out			5000
	Health Care Premium Cost Share %	% and \$	% and \$	% and \$	% and \$	% and \$	% and \$
Emp. Only	Employee	25% \$140.50	12% \$53.50	0% \$0			0
Emp. Only	Company/Org.	75% \$409.5	88% \$409.50	100% \$365.00			100% - \$466
Emp. + Spouse	Employee	\$299.00	\$114.00	\$0			
Emp. + Spouse	Company/Org.	\$861.00	\$861.00	\$850.00			
Emp. + Children	Employee	\$246.50	\$96.50	\$0			
Emp. + Children	Company/Org.	\$703.50	\$703.50	\$690			
Emp. + Family	Employee	\$407.00	\$158.00	\$0			51% - \$449
Emp. + Family	Company/Org.	\$1,218.00	\$1,218.00	\$1,185.00			49% - \$466
	Medical Care Plan Bundle Includes?	Offered (Yes/No)			Offered (Yes/No)		
	Medical	Yes	Yes	Yes			Y
	Dental	No	No	No			N
	Vision	No	No	No			N
	Prescriptions	Yes	Yes	Yes			Y
			Additional Plan Details:			Additional Plan Details: Two different plans offered; Basic and Advanced. Cost with each option is based on how many eligible dependents are added. http://www.springfieldmo.gov/2035/insurance	
	Dental Cost Share %	% and \$			% and \$		
Emp. Only	Employee	\$6.00			100%		
Emp. Only	Company/Org.	83%			0%		
Emp. + Family	Employee	\$35.00			100%		
Emp. + Family	Company/Org.	68%			0%		
			Additional Plan Details:			Additional Plan Details:	
	Vision Plan	% and \$			% and \$		
	Employee	\$5.76					
	Company/Org.	88%					
	Exams	\$10					
	Frames	\$140 + 20%					
	Lens	\$25 - \$90 copay					
	Contacts	\$140 covered					

		O'Fallon, MO			Springfield, MO		
			Additional Plan Details:		Additional Plan Details: Specialty drugs are covered 100% once \$1,500 paid specialty drug fills. Max out-of-pocket in-network is \$4,100 person / \$8,200 family.		
	Pharmacy Plan	% and \$					
	Co-pay - Generic	\$5/\$10 Plan B					
	Co-pay - Middle	\$25/\$30 Plan B					
	Co-pay - Brand Name	\$40/\$60 Plan B					
	Mail Order	\$2.5 copay					
	Step Therapy						
	Other Health Care Plan Features	Please Provide Plan Summary	Additional Plan Details:		Please Provide Plan Summary		
Other Benefits	Employer Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	Life Insurance	Yes	1.3 annual salary		No		
	LT Disability Insurance	Yes	2/3 pay		No		
	AD&D Insurance	Yes	2 x annual salary		No		
	Employee Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	ST Disability Insurance	Yes	Offered by 3rd party provider		No		
	Supplemental Insurance	Yes	Offered by 3rd party provider		Yes		Up to 5x annual salary, amounts beyone \$200,000 require EOI
	Voluntary Term Life Insurance	Yes	Offered by 3rd party provider		No		
	Long Term Care Insurance	Yes	Offered by 3rd party provider		No		
Retirement Plans	Type of Plan	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory
	401(a)	Yes	2.5% base		No		
	457	Yes	No		Yes	\$10/pay period - not mandatory	
	Defined Benefit	Yes	LAGERS - ER Paid % of salary		Yes	100% paid by Employer / mandatory for fulltime Employees 15.4%	
	AR Cities: LOPFI Benefit Program				Fire	19.00%	
	AR Cities: LOPFI Benefit Program				Police	16.30%	
	Other Retirement Plans:	Additional Plan Details:			Additional Plan Details:		

Flexible Benefits		O'Fallon, MO			Springfield, MO		
		Offered (Yes/No)	Employer Contribution	Other Details	Offered (Yes/No)	Employer Contribution	Other Details
	Full Cafeteria	Yes	No		Yes	No	
	Section 125						
	FSA				Yes	No	
	Medical Reimbursement	Yes	No		Yes	No	
	Dependent Care	Yes	No		Yes	No	
	H.S.A.	Yes	\$600/year		No	No	
	H.R.A.	No			No	No	
		H/W Program Highlights: Incentives, Biometrics, Health Reimbursement			H/W Program Highlights: Wellness program includes free annual HRA and discounts to local fitness to Ee's who participate in HRA or show proof of preventative exam with physician.		
	Health/Wellness Program						
	Incentives, Disincentives, Biometrics, Health						
	Screening, Wellness Premiums, Tobacco, etc.						
	Primary Care (MD/APN) On site or Nearby Clinics						
	Attach Health and Wellness Plan						

			O'Fallon, MO		Springfield, MO
			Additional Information on Benefits and Unique Benefits:		Additional Information on Benefits and Unique Benefits:
Other Benefits	Annual # of Holidays	11+ 1 personal		9	Non-Sworn Positions receive 4 Floating Holidays per year Sworn Positions receive 3 Floating Holidays per year
	Annual # of Sick Days	96 hours		12 (FT earn 3.692 hours per pay period)	Funeral Leave: Up to 3 days (or up to 2 days for Fire on 24 hour shift) for spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, sister-in-law, brother-in-law, grandchildren, or any relative residing permanently with and dependent upon the employee
	Annual # of Personal Days	N/A		0	Up to 1 day (or up to 1/2 shift for Fire on 24 hour shift) for spouse's grandfather or grandmother
	Number of Bereavement Days	3		Depends on Family Relationship	
	Number of Days of Paid Parental Leave	N/A		0	Tuition Reimbursement: Employees must be in good standing to apply. Classes must be taken with a regionally accredited college, but can be in any area of study. The reimbursement is based upon the grade received, up to \$2,500 per fiscal year. Amount must be paid back if employment is ended within six months from the date of reimbursement.
	Vacation Accrual Range (1,3,5,10,15,20,25+)	1-4yrs 80hrs 5-9 120 15 and up 160		0-7 years=2 weeks 8-15 years=3 weeks 16+ years=4 weeks	
	Vacation Days Optional Annual Payout Policy	No		If on or before 07-10-1995, can opt for payout of 40-240 hours one time per 12 month period if balance does not go below 240 hours	
	If PTO Plan, Provide Schedule	N/A		NA	
	Tuition Reimbursement Program	\$2500/year based on grades		Yes	
	Flex Time	Yes		NA	
	Remote Working	No		NA	
	Alternative Schedules - Please describe:	No		As approved by Supervisor	

City of Fayetteville		St. Joseph, MO			Broken Arrow, OK		
Benefits Study 2016							
	Benefits Offered		St. Joseph, MO			Broken Arrow, OK	
	Health Insurance	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan
	Type of Plan	PPO	HDHP	Other Plan? PPO/PCA	PPO	HDHP	Other Plan?
	Health Plan Deductible						
	Individual	\$1,000		\$1,250	\$400		
	Family	\$2,000		\$2,500	\$1,200		
	Out of Pocket						
	Individual	\$3,000		\$2,250	\$2,400		
	Family	\$6,000		\$4,500	\$7,200		
	Health Care Premium Cost Share %	% and \$	% and \$	% and \$	% and \$	% and \$	% and \$
Emp. Only	Employee	\$0.00		\$25.46	\$49.40		
Emp. Only	Company/Org.	\$594.31		\$594.31	\$773.81		
Emp. + Spouse	Employee	\$594.36		\$646.18	\$311.04		
Emp. + Spouse	Company/Org.	\$594.31		\$594.31	\$1,486.90		
Emp. + Children	Employee	\$1,188.63		\$1,259.40	\$282.76		
Emp. + Children	Company/Org.	\$594.31		\$594.31	\$1,351.74		
Emp. + Family	Employee	n/a		n/a	\$353.46		
Emp. + Family	Company/Org.	n/a		n/a	\$1,689.66		
	Medical Care Plan Bundle Includes?	Offered (Yes/No)			Offered (Yes/No)		
	Medical	yes		yes	Yes		
	Dental	no		no	No		
	Vision	no		no	No		
	Prescriptions	yes		yes	Yes		
			Additional Plan Details: Employee + 2 or more - Employee \$44.86, Company \$24.25			Additional Plan Details:	
	Dental Cost Share %	% and \$			% and \$		
Emp. Only	Employee	\$0.00			\$2.58		
Emp. Only	Company/Org.	\$24.25			\$40.45		
Emp. + Family	Employee	\$18.86			\$19.18		
Emp. + Family	Company/Org.	\$24.25			\$91.74		
			Additional Plan Details: You get \$150 allowance per year on contacts or lens and frames			Additional Plan Details: City puts into the benefit of the eye exam. Materials are in the supplemental vision plan.	
	Vision Plan	% and \$			% and \$		
	Employee	\$5.79			\$15.80		
	Company/Org.	\$0.00			\$0.63		
	Exams	\$10 co pay			\$25.00		
	Frames	\$150 allowance			\$130.00		
	Lens	\$150 allowance			0-160		
	Contacts	\$150 allowance			\$130.00		

			St. Joseph, MO		Broken Arrow, OK		
			Additional Plan Details:			Additional Plan Details: Specialty copay is \$150	
	Pharmacy Plan	% and \$			% and \$		
	Co-pay - Generic	\$10			\$5.00		
	Co-pay - Middle	\$30			\$20.00		
	Co-pay - Brand Name	\$50			\$35.00		
	Mail Order	yes			90 supply for 60 day copay		
	Step Therapy	yes					
	Other Health Care Plan Features	Please Provide Plan Summary	Additional Plan Details:		Please Provide Plan Summary	Additional Plan Details:	
Other Benefits	Employer Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	Life Insurance	yes	2x your annual salary provided at no cost to the employee		Yes	1x annual salary	
	LT Disability Insurance	yes	paid 100% by the City		Yes	60% of monthly earnings to a maximum benefit of \$4,000 per month.	UNUM- Benefits begin theday after work is missed for 90 days.
	AD&D Insurance	yes	paid 100% by the City		Yes	1x annual salary	
	Employee Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	ST Disability Insurance	no			No		
	Supplemental Insurance	Yes	You can buy up to 2x your salary		Yes	\$0.00-\$350,000 for employee	\$5,000 increments, amounts over \$100.00 are subject to Evidence of Insurability Form.
	Voluntary Term Life Insurance	no					
	Long Term Care Insurance	no			No		
Retirement Plans	Type of Plan	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory
	401(a)	no					
	457	yes - 457 Deferred Comp with ICMA and Frontline	match up to \$15 per pay period \$390 per year		Yes- ICMA-RC	0	max of \$18,000 per calendar year
	Defined Benefit	yes - LAGERS	2.5% Base		Yes- OKMRF	10% of gross salary	Employees can set aside 2%-10% after tax
	AR Cities: LOPFI Benefit Program				Fire	14%	
	AR Cities: LOPFI Benefit Program				Police	13%	
	Other Retirement Plans:	Additional Plan Details:			Additional Plan Details:		

		St. Joseph, MO			Broken Arrow, OK		
Flexible Benefits	Full Cafeteria	Offered (Yes/No)	Employer Contribution	Other Details	Offered (Yes/No)	Employer Contribution	Other Details
	Section 125	no			Yes		
	FSA	no					
	Medical Reimbursement	no			Yes	0	
	Dependent Care	yes			Yes	0	
	H.S.A.	no			No		
	H.R.A.	yes			No		
		H/W Program Highlights: If you complete your biometric screening and your HRA then you don't have to pay the \$50 per month penalty.			H/W Program Highlights:		
	Health/Wellness Program						
	Incentives, Disincentives, Biometrics, Health						
	Screening, Wellness Premiums, Tobacco, etc.						
	Primary Care (MD/APN) On site or Nearby Clinics						
	Attach Health and Wellness Plan						

			St. Joseph, MO		Broken Arrow, OK
			Additional Information on Benefits and Unique Benefits:		Additional Information on Benefits and Unique Benefits:
Other Benefits	Annual # of Holidays	11		12	
	Annual # of Sick Days	13		96	
	Annual # of Personal Days	0		0	
	Number of Bereavement Days	1,3 or 6 days		unlimited	
	Number of Days of Paid Parental Leave	0		0	
	Vacation Accrual Range (1,3,5,10,15,20,25+)	0-7years=10 days, 8-15years=15 days & 16 and above = 20 days		1,5,10,15,20	
	Vacation Days Optional Annual Payout Policy	n/a		N/A	
	If PTO Plan, Provide Schedule	n/a		N/A	
	Tuition Reimbursement Program	n/a		50% of tuition and books	
	Flex Time	yes		N/A	
	Remote Working	n/a		N/A	
	Alternative Schedules - Please describe:	n/a		N/A	

City of Fayetteville							
Benefits Study 2016							
	Benefits Offered	Edmond, OK			Midwest City, OK		
	Health Insurance	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	
	Type of Plan	PPO	HDHP	Other Plan?			
	Health Plan Deductible						
	Individual	\$500	N/A		In \$1000, out \$1000	In & out \$1000	
	Family	\$1,500			In \$2000, out \$2000	In & out \$2000	
	Out of Pocket						
	Individual	\$3,000			In \$3000, out \$4500	Pref. \$4000, Choice \$5000,	Traditional \$6000, out \$9000
	Family	\$9,000			In \$10,200, out \$25,400	Pref. \$10,200, Choice \$10,700	Traditional \$10,700, out \$25,400
	Health Care Premium Cost Share %	% and \$	% and \$	% and \$	monthly % and \$	% and \$	% and \$
Emp. Only	Employee	0%/\$0			\$75.09, 16.54%	\$128.14, 23.75%	
Emp. Only	Company/Org.	100%/\$613.48			\$378.97, 83.46%	\$411.50, 76.25%	
Emp. + Spouse	Employee	25%/\$400			\$337.21, 32.64%	\$469.57, 38.24%	
Emp. + Spouse	Company/Org.	75%/\$1246.80			\$696.00, 67.36%	\$758.37, 61.76%	
Emp. + Children	Employee	25%/\$400			\$293.76, 39.22%	\$393.18, 44.17%	
Emp. + Children	Company/Org.	75%/\$1246.80			\$455.25, 60.78%	\$497.00, 55.83%	
Emp. + Family	Employee	25%/\$400			\$378.81, 28.74%	\$544.08, 34.73%	
Emp. + Family	Company/Org.	75%/\$1246.80			\$939.34, 71.26%	\$1022.48, 65.27%	
	Medical Care Plan Bundle Includes?	Offered (Yes/No)			Offered (Yes/No)		
	Medical	Yes			included	included	
	Dental	Yes			included	included	
	Vision	Yes			included	included	
	Prescriptions	Yes			included	included	
			Additional Plan Details:			Additional Plan Details: Medical, dental, vision & RX drug are all included in the cost of the medical premium for all tiers.	
	Dental Cost Share %	% and \$			% and \$		
Emp. Only	Employee	included			see additional plan details.		
Emp. Only	Company/Org.						
Emp. + Family	Employee						
Emp. + Family	Company/Org.						
			Additional Plan Details:			Additional Plan Details: Medical, dental, vision & RX drug are all included in the cost of the medical premium for all tiers.	
	Vision Plan	% and \$			% and \$		
	Employee	included			see additional plan details.		
	Company/Org.						
	Exams				100%		
	Frames				\$150.00 every two years for frames		
	Lens				lens or contacts.		
	Contacts				lens or contacts.		

			Edmond, OK		Midwest City, OK		
			Additional Plan Details:		Additional Plan Details: RX drug has a \$1,000 out of pocket maximum for individuals & \$3000 for family.		
	Pharmacy Plan	% and \$					
	Co-pay - Generic	included					
	Co-pay - Middle						
	Co-pay - Brand Name						
	Mail Order		Additional Plan Details:		Additional Plan Details: optional mail order RX program City pays 100%- name brand monthly maintenance drugs only.		
	Step Therapy						
	Other Health Care Plan Features	Please Provide Plan Summary					
Other Benefits	Employer Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	Life Insurance	Yes	\$15,000		yes	30000	all full time employees.
	LT Disability Insurance	Yes	60% up to \$3000 monthly		yes	60,90 salary.	department heads.
	AD&D Insurance	Yes	\$15,000		yes	one times employee life	all full time employees.
	Employee Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details
	ST Disability Insurance	Yes	60% up to \$1500 weekly		yes	60, 90 salary.	
	Supplemental Insurance	Yes	increments of \$10,000 up to 5 times salary of \$500,000		yes	varies	accident & critical illness.
	Voluntary Term Life Insurance	Yes	increments of \$10,000 up to 5 times salary of \$500,000		yes	yes	up to \$500,000.
	Long Term Care Insurance	No			no		
Retirement Plans	Type of Plan	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory
	401(a)	No					
	457	Yes	0		yes- MassMutual deferred comp.	voluntary.	
	Defined Benefit	Yes	ER match 8.99%/Mandatory 5.25% EE contribution		yes- OkMRF.	14%	
	AR Cities: LOPFI Benefit Program	Fire	14%		Fire	14%	
	AR Cities: LOPFI Benefit Program	Police	13%		Police	13%	
	Other Retirement Plans:	Additional Plan Details:			Additional Plan Details: Police & Fire Retirement Systems.		

		Edmond, OK			Midwest City, OK		
Flexible Benefits	Full Cafeteria	Offered (Yes/No)	Employer Contribution	Other Details	Offered (Yes/No)	Employer Contribution	Other Details
	Section 125	Yes	n		yes		
	FSA						
	Medical Reimbursement	Yes	n		yes	0	\$2550 max.
	Dependent Care	Yes	n		yes	0	\$5000 max.
	H.S.A.	No					
	H.R.A.	No					
	Health/Wellness Program Incentives, Disincentives, Biometrics, Health Screening, Wellness Premiums, Tobacco, etc. Primary Care (MD/APN) On site or Nearby Clinics Attach Health and Wellness Plan	H/W Program Highlights:			H/W Program Highlights: Employees receive an \$200.00 incentive if they earn 14 points (document attached).		

			Edmond, OK		Midwest City, OK
			Additional Information on Benefits and Unique Benefits:		Additional Information on Benefits and Unique Benefits: Employees will be allowed to sell back up to 24 hours of vacation leave if their accrual bank is over the 192 hours maximum based on last pay day in November.
Other Benefits	Annual # of Holidays	11		8 City holidays plus 2 optional floating holidays.	
	Annual # of Sick Days	12 Days		12	
	Annual # of Personal Days	0		0	
	Number of Bereavement Days	Up to 5 days		7	
	Number of Days of Paid Parental Leave	0		FMLA	

City of Fayetteville								
Benefits Study 2016								
	Benefits Offered	Norman, OK			Stillwater, OK			
	Health Insurance	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan	Health Insurance Plan
	Type of Plan	PPO	HDHP	Other Plan?	PPO Plan A	PPO	HDHP	Other Plan?
	Health Plan Deductible							
	Individual	\$150			\$500	\$250		
	Family	\$300			\$1,500	\$750		
	Out of Pocket							
	Individual	\$3,175			\$2,500	\$1,150		
	Family	\$6,350			\$7,500	\$3,450		
	Health Care Premium Cost Share %	% and \$	% and \$	% and \$	% and \$		% and \$	% and \$
Emp. Only	Employee	\$37.78 AFSCME, all others \$45.82			10%/ \$49.36 per month	10%/ \$129.78 per month		
Emp. Only	Company/Org.	\$636. AFSCME, all others \$627.96			90% / \$444.08	90% / \$444.08		
Emp. + Spouse	Employee				10%/ \$116.66 per month	10%/ \$306.80 per month		
Emp. + Spouse	Company/Org.				90%/ \$1049.92	90%/ \$1049.92		
Emp. + Children	Employee				10%/ \$93.66 per month	10%/ \$246.30 per month		
Emp. + Children	Company/Org.				90%/ \$ 842.85	90%/ \$ 842.85		
Emp. + Family	Employee	\$254.30 AFSCME, all others \$271.02			10%/ \$156.82 per month	10%/ \$412.40 per month		
Emp. + Family	Company/Org.	\$1285.60 AFSCME, all others \$1268.88			90%/ \$1411.19	90%/ \$1411.19		
	Medical Care Plan Bundle Includes?	Offered (Yes/No)			Offered (Yes/No)			
	Medical	Y			Yes	Yes		
	Dental	Y			No	No		
	Vision	N			No	No		
	Prescriptions	Y			Yes	Yes		
			Additional Plan Details:				Additional Plan Details:	
	Dental Cost Share %	% and \$			% and \$	% and \$		
Emp. Only	Employee	included in medical			0%			
Emp. Only	Company/Org.				100%			
Emp. + Family	Employee	included in medical			\$60.12/month			
Emp. + Family	Company/Org.				\$14.42/month			
			Additional Plan Details:				\$130 allowance for Frames + 20% off amount over the allowance. Once every 24 months. Single vision, lined, bifocal, and lined trifocal. Polycarbonate lenses for children. Once every 12 months. \$130 allowance for contacts and the contact lense exam (fitting and evaluation) - once every 12 months in lieu of glasses.	
	Vision Plan	% and \$			% and \$			
	Employee	N/A			\$7.82 EO, \$11.34 E+1, \$20.32 E+F			
	Company/Org.				0%			
	Exams				\$20 Copay			
	Frames				See Notes			
	Lens				See Notes			
	Contacts				See Notes			

		Norman, OK			Stillwater, OK			
			Additional Plan Details:				Additional Plan Details: Brand Formulary \$20, Brand Non-Formulary \$35, Specialty \$100 Out of Pocket Max \$4100/Individual \$5700 Family. For Plan B Medical: Brand Formulary \$15, Brand Non Formulary \$30, Specialty \$30 Out of Pocket Max \$5450/Individual \$9750/Family	
	Pharmacy Plan	% and \$			% and \$	% and \$		
	Co-pay - Generic	\$10			\$8.00	\$7.00		
	Co-pay - Middle	\$25						
	Co-pay - Brand Name	\$45						
	Mail Order	\$20, \$50, \$90		2 copays, 90 day supply				
	Step Therapy			Yes				
	Other Health Care Plan Features	Please Provide Plan Summary	Additional Plan Details:		Please Provide Plan Summary		Additional Plan Details:	
Other Benefits	Employer Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)		Coverage Amount	Abbreviated Plan Details
	Life Insurance	Y	equals annual salary rounded up to next \$10,000, up to \$100,000 cov.		Yes		\$25,000	
	LT Disability Insurance				Yes			American Fidelity
	AD&D Insurance	Y	equals annual salary rounded up to next \$10,000, up to \$100,000 cov.		Yes		\$25,000	
	Employee Paid	Offered (Yes/No)	Coverage Amount	Abbreviated Plan Details	Offered (Yes/No)		Coverage Amount	Abbreviated Plan Details
	ST Disability Insurance	Supplemental plans offered			Yes			Through Aflac
	Supplemental Insurance	Supplemental plans offered			Yes			Through Aetna
	Voluntary Term Life Insurance				Yes			Through Aflac
	Long Term Care Insurance				Yes			Through Aflac
Retirement Plans	Type of Plan	Offered (Yes/No) - Name of Plan	Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory	Offered (Yes/No) - Name of Plan		Employer Match % or \$ / Mandatory	Employee Match % or \$ / Mandatory
	401(a)	Y	8.50%	6.50%	No			
	457				Yes	Optional	0	0
	Defined Benefit							
	AR Cities: LOPFI Benefit Program	OK Fire Pension	14%	9%	Fire		14%	
	AR Cities: LOPFI Benefit Program	OK Police Pension	13%	9%	Police		13%	
	Other Retirement Plans:	Additional Plan Details:			Additional Plan Details: Employee contributes minimum of 3%, Employer contributes 6%, Mandatory=Yes.			

Flexible Benefits	Full Cafeteria Section 125	Norman, OK			Stillwater, OK			
		Offered (Yes/No)	Employer Contribution	Other Details	Offered (Yes/No)		Employer Contribution	Other Details
		n			Yes		0	
	FSA							
	Medical Reimbursement	y			Yes		0	
	Dependent Care	y			Yes		0	
	H.S.A.				No		0	
	H.R.A.				No		0	
		H/W Program Highlights: Biometric Screening Health Assessment			H/W Program Highlights: Onsite fitness facility for employees and spouse covered on City health insurance plan, biometrics/health screening once per year w/ flu shot option. Wellness newsletter, games/incentives for participation in current challenges.			
	Health/Wellness Program							
	Incentives, Disincentives, Biometrics, Health							
	Screening, Wellness Premiums, Tobacco, etc.							
	Primary Care (MD/APN) On site or Nearby Clinics							
	Attach Health and Wellness Plan							

			Norman, OK		Stillwater, OK	
			Additional Information on Benefits and Unique Benefits: POLICE 12 12 shifts/year FIRE 12 shifts 8 shifts/year 5 days 0 AFSCME: 0-5 years 12 days 6-10 yrs 15 days 11-15 yrs 18 days 16+ yrs 21 days POLICE: 0-5 years 12 days 6-10 yrs 15 days 11-15 yrs 18 days 16-20 yrs 21 days 21+ yrs 24 days FIRE: 24 hour shifts 0-5 yrs 14 hrs/month 6-10 yrs 18 hrs/month 11-15 yrs 20 hrs/month 16+ yrs 22 hrs/month			Additional Information on Benefits and Unique Benefits:
Other Benefits	Annual # of Holidays	AFSCME - 12 days		11		
	Annual # of Sick Days	AFSCME - 12 days		12.25 days per year		
	Annual # of Personal Days	0		2 days per year		
	Number of Bereavement Days	AFSCME - 5 days		0		
	Number of Days of Paid Parental Leave	0		0		
	Vacation Accrual Range (1,3,5,10,15,20,25+)					NON-UNIFORMED and POLICE: 0-4 yrs 10 days 5-9 yrs 12 days 10-14 yrs 15 days 15-19 yrs 18 days 20+ yrs 20 days FIRE - 56 hr week schedule 0-4 yrs 238.08 hrs 5-9 yrs 260.16 hrs 10-14 yrs 294.24 hrs 15-19 yrs 321.96 hrs 20-24 yrs 350.04 hrs 25-29 yrs 374.04 hrs 30+ yrs 398.04 hrs
	Vacation Days Optional Annual Payout Policy	No			Annual Leave:	
	If PTO Plan, Provide Schedule					
	Tuition Reimbursement Program	Police - \$550/semester/Officer		Up to 6 credit hours per semester at OSU current tuition rate.		
	Flex Time			None		
	Remote Working			None		
	Alternative Schedules - Please describe:			Per department.		

APPENDIX 15.0
TARGETED AND RESPONDING SURVEY
PARTICIPANTS/DATA SOURCES

2016 Salary and Benefits Survey Sources List**ARKANSAS****Respondents**

Bentonville	X
Conway	X
Fort Smith	X
Jonesboro	X
Little Rock	X
N. Little Rock	X
Pine Bluff	Pine Bluff is not a comparable City match due to declining economic conditions.
Rogers	X
Springdale	X

KANSAS

Lawrence	X
Manhattan	X

LOUISIANA

	The Shreveport/Bossier City metro was rated last in economic growth during the 2013 calendar year. Bossier City will be replaced with Fort Collins, CO.
Bossier City	The City of Fort Collins provided data but their data was not included due to its mismatch on population and not being in the Fayetteville recruitment region.

MISSOURI

Blue Springs	X
Columbia	X
Florissant	X
Joplin	NR
Lee's Summit	X
O'Fallon	X
Springfield	X
St. Charles	NR
St. Joseph	X
St. Peters	NR

OKLAHOMA

Broken Arrow	X
Edmond	X
Midwest City	X
Norman	X
Stillwater	X

TEXAS

	The Bryan-College Station metro represents a census in excess of 250,000.
	The Bryan and College Station data sources will be replaced with Asheville, NC.
Bryan/College	The City of Asheville provided data but their data was not included due to its location not being in the City of Fayetteville's recruitment region.

PRIVATE SECTOR DATA

NOARK Salary Survey; DOL NWA SMSA and Salary.com CompAnalyst

APPENDIX 16.0

CITY's CURRENT & PROPOSED TOTAL REWARDS AND COMPENSATION PHILOSOPHY STATEMENT

CURRENT

City of Fayetteville **Compensation Philosophy**

The City's Compensation Philosophy is as follows: ***The City of Fayetteville is committed to recruiting, retaining and motivating an excellent workforce by providing a high quality of work life to City employees through a competitive compensation structure, competitive benefits program, and a challenging and enriched work environment.***

In order to deliver high quality municipal services, the City's workforce must possess key attributes associated with excellence. Therefore, the following key characteristics for all employees are desired:

- highly skilled;
- customer service oriented;
- possess personal integrity and exhibit ethical behavior;
- highly productive and focused on quality results;
- team players;
- seek opportunities to improve services;
- understand technology;
- value diversity; and,
- committed to the City's welfare.

The City will achieve this pay philosophy by implementing the following initiatives:

Hiring

- provide a base compensation structure that is competitive and strives to be above average in market salaries as incorporated into the City's compensation and classification plan.
- provide for flexibility in both hiring rates and providing compensation for existing employees that is both flexible and internally equitable.
- provide an appropriate set of benchmark positions which establish the foundation for the City's pay line and provide a consistent means for the City to review the market every year and conduct a comprehensive market survey every four years beginning in 2012.

Retaining

- provide for a meaningful way for employees to move through the compensation plan based on both experience and achievement so that employees can anticipate rewards based on contributions, experience and performance.
- provide that the annual review of the market and adjustments to the City's overall compensation plan of not less than the cost of living increase become a part of the budgeting process through periodic surveys and the incorporation of the results into the City's proposed budget for personnel costs.
- adopt a policy of regularly reviewing the City's benefits and rewards programs to maintain competitiveness with the City's market.

Motivating

- provide for a performance and experience recognition program that incorporates the following:
 - the ability to review and rate performance for all employees and to provide adjustments to employees based on their consistent level of achievement and successful experience on the job;
 - a bonus program to provide one-time, on-the-spot rewards for meritorious service; and,
 - a compensation program that recognizes incentives based on job related professional or academic achievements.

City of Fayetteville Compensation Philosophy

The City of Fayetteville is committed to attracting, engaging and rewarding a multi-generational workforce. By offering a total rewards package including competitive compensation and benefits plans and a purposeful work life, the City will be an employer of choice focused on serving our community.

In order to deliver high quality municipal services, the City's workforce must possess key attributes aligned with the City's goals. It is desirable for all employees to possess and demonstrate the following characteristics.

- Customer service mindset
- Professional integrity and ethical behavior
- Self-motivation and a focus on high quality, accountable results
- Creativity and resourcefulness to improve services
- Value diversity
- Continuous learner
- Adaptable to innovation and change
- Commitment to the well-being of the City and its residents

The City will achieve this philosophy by implementing the following initiatives.

Attracting

- Provide a base compensation structure that is competitive, financially sustainable and strives to be above average in market salaries as incorporated into the City's compensation and classification plan.
- Provide for flexibility in both hiring rates and providing compensation for existing employees that is flexible and internally equitable.
- Based on market conditions, the Mayor will conduct a market pay review every one to two years and a comprehensive market survey every four years to ensure the City retains a competitive position.

Engaging

- Provide means for employees to move through the compensation plans based on both experience and achievement so employees can anticipate rewards based on contributions, experience and performance.
- Provide that the review of the market and adjustments to the City's overall compensation plan of not less than the cost of living increase become a part of the budgeting process through periodic surveys and the incorporation of the results into the City's proposed budget for personnel costs.
- Adopt a policy of regularly reviewing the City's benefit and rewards program to maintain competitiveness with the City's market.

Rewarding

- Provide for a performance and experience recognition program that incorporates the following actions.
 - o The ability to review and rate performance for all employees and to provide adjustments to employees based on their consistent level of achievement and successful experience on the job.
 - o A bonus program to provide excellent performance and service rewards.
 - o A compensation program that recognizes incentives based on job related professional achievements and certifications.

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2017	Division /Org2 BUDGET & INFORMATION MGMT (133) Requestor: Kevin Springer	Adjustment Number
----------------------------	--	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A RESOLUTION APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF \$1,700,300 TO FACILITATE CITY-WIDE EMPLOYEE COMPENSATION ADJUSTMENTS FOR 2017, AND APPROVING POLICE AND FIRE PAY PLAN GRIDS.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/7/2017
	LEGISTAR FILE ID#:	2017-0096
	<i>Kevin Springer</i> 2/16/2017 4:05 PM	
	Budget Director	Date
	TYPE:	D
	DESCRIPTION:	2017 Employee Compensation
	GLDATE:	
	POSTED:	/

TOTAL	1,700,300	1,700,300	v.20161220			
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub		
1010.090.6600-5106.00	1,213,000	-			EX	Contingency - General
2100.410.4100-5106.00	106,200	-			EX	Contingency - General
2130.430.9130-5106.00	29,500	-			EX	Contingency - General
2180.642.4930-5106.00	10,800	-			EX	Contingency - General
2250.520.9250-5106.00	56,500	-			EX	Contingency - General
2930.200.2960-5106.00	5,700	-			EX	Contingency - General
5400.720.4000-5106.00	153,700	-			EX	Contingency - General
5500.750.5000-5106.00	81,400	-			EX	Contingency - General
5550.760.3940-5106.00	14,200	-			EX	Contingency - General
9700.770.1910-5106.00	29,300	-			EX	Contingency - General
1010.001.0001-4999.99	-	1,213,000			RE	Use Fund Balance - Current
2100.410.4100-4999.99	-	106,200			RE	Use Fund Balance - Current
2130.430.9130-4999.99	-	29,500			RE	Use Fund Balance - Current
2180.642.4930-4320.00	-	10,800			RE	Grant Funding CDBG - Grant Funding CDB
2250.520.9250-4999.99	-	56,500			RE	Use Fund Balance - Current
2930.200.2960-4999.99	-	5,700			RE	Use Fund Balance - Current
5400.720.4000-4999.99	-	153,700			RE	Use Fund Balance - Current
5500.750.5000-4999.99	-	81,400			RE	Use Fund Balance - Current
5550.760.3940-4999.99	-	14,200			RE	Use Fund Balance - Current
9700.770.1910-4999.99	-	29,300			RE	Use Fund Balance - Current



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0118

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 6

THEATRESQUARED PROPOSED PROJECT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT OF THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000.00) TO INVEST IN THE THEATRESQUARED PROPOSED PROJECT TO BE BUILT ON CITY PROPERTY LEASED TO THEATRESQUARED, INC.

WHEREAS, Fayetteville has supported the performing arts for decades beginning with the funding in conjunction with the University of Arkansas (which used a Helen Walton grant) for the construction of the Walton Arts Center; and

WHEREAS, Fayetteville also purchased the land upon which it built the Walton Arts Center Parking Lot which served a vital role of providing sufficient parking to support the creation of a Dickson Street Entertainment District; and

WHEREAS, Fayetteville voters dedicated millions of sales tax dollars to build the original Walton Arts Center and recently dedicated many millions more of Hotel, Motel and Restaurant taxes to help finance the recent substantial enhancement and enlargement of the Walton Arts Center; and

WHEREAS, the City Council approved a very long term lease of the Spring Street Parking Lot to TheatreSquared, Inc. so it could construct a major new theater project costing about Thirty Million Dollars (\$30,000,000.00) partially funded by a Walton Family Foundation Challenge Grant of Nine Million Dollars (\$9,000,000.00); and

WHEREAS, TheatreSquared, Inc. has requested that the City of Fayetteville commit to invest Seven Million Dollars (\$7,000,000.00) towards this project; and

WHEREAS, this significant theater project is projected to generate tens of millions of dollars in increased economic activity in our Entertainment District during construction and about Five Million Dollars (\$5,000,000.00) annually in economic output when operational; and

WHEREAS, Mayor Jordan believes this theater project built on city-owned land will significantly enhance our Entertainment District and would be a wise investment in Fayetteville's future economic vitality; and

WHEREAS, Mayor Jordan fully supports this endeavor, but believes the City of Fayetteville cannot afford the Seven Million Dollars (\$7,000,000.00) requested by TheatreSquared and instead should

invest Three Million One Hundred Thousand Dollars (\$3,100,000.00) from the City's general fund reserves to help make the TheatreSquared, Inc.'s project a reality.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment of Three Million One Hundred Thousand Dollars (\$3,100,000.00) to enable Mayor Jordan to pledge and then invest that amount into the TheatreSquared, Inc.'s proposed theater project pursuant to a proper agreement which the City Council authorizes Mayor Jordan to execute.

City of Fayetteville Staff Review Form

2017-0118

Legistar File ID

3/7/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Don Marr

2/21/2017

Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment to assist with the construction of the new Theatre2 building.

Budget Impact:

1010.090.6600-5740.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget

\$

-

Funds Obligated

\$

-

Current Balance

\$

-

Does item have a cost? Yes

Item Cost

\$

3,100,000.00

Budget Adjustment Attached? Yes

Budget Adjustment

\$

3,100,000.00

Remaining Budget

\$

-

Previous Ordinance or Resolution #

V20140710

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 7, 2017

TO: Fayetteville City Council
FROM: Mayor Lioneld Jordan
DATE: February 21, 2017
SUBJECT: TheatreSquared – Funding Request

RECOMMENDATION:

Approval of \$3.1 Million dollars of general fund reserves towards the public funding goals requested by TheatreSquared, Inc.(attached) for the construction of a new permanent premier performing arts national theatre located at the corner of West Avenue and Spring Street. I believe this investment will cement Fayetteville's future as the Northwest Arkansas's Region Theatre District.

BACKGROUND:

TheatreSquared is a non-profit professional theatre in downtown Fayetteville offering an intimate live theatre experience for 40,000 patrons each year, the only theatre of its kind in a 150-mile radius. TheatreSquared offers visitors access to professional artists in productions that are conceived, rehearsed and performed only in Fayetteville; broadly accessible ticket prices, many of which are subsidized for Fayetteville residents; educational programs reaching 1500 Fayetteville students at no cost; and free tickets for clients of various non-profit organizations in Fayetteville. It is the top-rated attraction for Fayetteville on the on-line service TripAdvisor, and has received recognition by the American Theatre Wing, founder of the Tony Awards, as one of the nation's ten best emerging theatres. The organization is currently leasing space from the Walton Arts Center in the Nadine Baum Studio as its primary performance area, and has several satellite locations for storing equipment, offices and other supporting activities.

Growth in the organization and region suggests that the capacity of TheatreSquared has yet to be realized. A study commissioned by the theatre determined that their rapid and sustained growth over the past 10 years, a tenfold increase in audience and budget since 2009, along with national recognition and the cultural arts amenities drawing visitors to the region, compels the organization to explore opportunities for an expanded and new permanent home. Significant infrastructure challenges, operating constraints and immediate capacity issues emerged from this long-term facilities plan, resulting in a new focus on building "an intimate, state-of-the-art, and permanent home."

In August of 2015 TheatreSquared announced the award of a competitive Our Town grant from the National Endowment of the Arts to begin the design exploration process. In September, the Walton Family Foundation selected TheatreSquared as an inaugural project for the Northwest Arkansas Design Excellence Program, providing significant grant funding to support exceptional architecture and design, thereby funding the design costs for the project.
(Continued)

The City supported TheatreSquared in these grant applications, to provide a new, world-class theatre in downtown Fayetteville. After reviewing several sites to locate a new permanent home in downtown Fayetteville, where the synergy of cultural arts, entertainment and necessary supporting amenities are available, TheatreSquared determined the property best situated to add to the performing arts destination that is downtown Fayetteville is a site at the southeast corner of West Avenue and Spring Street, home to a parking lot that was utilized as a construction staging and Walton Arts Center staff parking for much of 2014-2015. This property offers the appropriate size and proximity to public parking, the Walton Arts Center, Dickson Street, and other amenities that a downtown theatre needs to thrive.

In October 2015, the City Council approved Resolution 186-15, expressing the City's support of TheatreSquared and its intent to negotiate a lease to utilize the property at the southeast corner of West Avenue and Spring Street for a new performance facility. The mayor, staff and City Attorney's office have drafted and negotiated with TheatreSquared the terms of the agreement, which were adopted by the Fayetteville City Council.

TheatreSquared received a challenge grant from the Walton Family Foundation offering a \$9 Million dollar 1 to 2 matching grant for the construction of a permanent national theatre home for TheatreSquared to be located in Fayetteville. Theatre Square is seeking public funding of \$9 Million, to help meet a Walton Family Foundation 1 to 2 match of \$9 Million dollars and to have public partnership in making this vision a reality. Their letter of request is for the Fayetteville City Council to commit \$7 Million dollars towards this amount, \$2 Million dollars from other public funds, and all remaining funds to be raised from generous community supporters. If they are able to successfully raise 22.5 Million in funding, this will bring a total investment of \$31.5 Million and the performing arts center to Fayetteville.

DISCUSSION:

Attached in this packet, is the original funding request from TheatreSquared. The economic impact of this investment is outlined in the packet provided. The economic impact will be significant and lasting. As their letter states, "...The quality of Life in our City will rise as TheatreSquared offers expanded programming, educational opportunities, and access to community members of every background."

Timing for this project is critical, as public funding is needed to raise funding to the threshold necessary to secure financing and begin construction work. "The construction pricing is contingent upon breaking ground in a few months" as communicated in their funding request.

Additionally, establishing Fayetteville as the year-round regional theatre district, helps provide diverse performances fueling our downtown economic engine, drawing national arts tourists who are already traveling to our region for Crystal Bridges and many other cultural and entertainment experiences and to experience Fayetteville's unique sense of place.

Mike Harvey, the Chief Operating Office and current Interim Director for the NW Arkansas Council provided information from Economist Kathy Deck of the University of Arkansas Center for Business and Economic Research projects that states during construction alone this new building to be located in Downtown Fayetteville will generate \$50.6 Million dollars in economic output and over 350 jobs. And once the doors are open the economic impact will continue to pay back for decades to come, starting at \$5 Million dollars of economic output in the theatre's first year and growing each subsequent year.

(Continued)

This will become a publically owned building on public lands. Providing public funding helps make this project a reality, for an organization who was recognized by American Theatre Wing, (founder of the Tony Awards), as one of the nation's ten best emerging theatres, reaching over 18,000 Arkansas students in over 70 schools, and providing programming and educational opportunities to an annual audience of over 40,000 individuals.

The City's "Fayetteville First" Economic Development Plan, adopted by the 2016 City Council, and specifically speaks to the City supporting this type of investment. In the Arts and Culture Focus area, the Plan states:

The nonprofit arts and culture sector is a significant "industry" in the Northwest Arkansas area, generating over \$45 million in total economic activity. This includes nearly \$31 million by nonprofit arts and cultural organizations and more than \$14 million in event-related spending by their audiences, supporting nearly 1,500 full-time jobs, generating nearly \$30 million in household income to local residents, and delivering \$4.0 million in local and state government revenue. The support and further enhancement of the Fayetteville arts and cultural environment is critical.

And it also specifically states:

Action Item: Support Cultural Arts District development: The Fayetteville Cultural Arts District was established by the City Council in August 2007 (Resolution No. 160-07) and encompassed cultural anchors in the downtown area such as the Walton Arts Center and the Blair Public Library as well as multiple arts galleries and the revitalized Mill District. The defining characteristic of the Cultural Arts District will include a concentration of cultural facilities and related activities, including those that support the fine arts (concert halls, theatres, and galleries) as well as libraries, historical museums and educational institutions. The district should also include restaurants, nightclubs and other forms of popular entertainment.

This city is well on the way to its new goals for entrepreneurial services as the Startup City of the South and the non-profit, 501(c)3, TheatreSquared is one of the city's original startup companies, literally a troupe of entrepreneurs who have built this theatre from concept to reality and into its next phase of success -- "scaling up," as they say in the startup culture.

As the Mayor, I fully support this endeavor, as we believe the economic and cultural impact of an expanded, unique theatre in the downtown can be a significant draw for tourism and economic development to the City, supporting restaurants, shopping and other establishments. TheatreSquared has agreed to fundraise and construct a major theatrical performance facility on the premises, including other customer convenience facilities such as a coffee shop or restaurant, retail/gift shop, and a residential facility for performing artists and related persons. TheatreSquared may also provide facilities for collaboration, community activities, educational programming, and gathering spaces. Additional details regarding the programming of the planned spaces will be described by TheatreSquared.

(Continued)

BUDGET/STAFF IMPACT:

While I wish that I had the ability to provide the entire \$7.0 Million dollar request, it is incumbent upon me to make sure that I bring forward a plan that helps us advance our goals, but that does not put the city in a position of unsustainable financial security.

We have many competing priorities, and one of those will be discussed in this very agenda – the ability to attract, retain and grow the best and brightest talent available to service our citizens. And to do so, this will be an on-going reoccurring expense that we must also plan for and be able to financially sustain. I do not want to risk using our full reserves and to leave no funding flexibility in case of uncertain financial times. We have a new Federal administration, with many changes taking place that could impact the City financially, and I must consider that as well as we move forward with this request. And additionally, there are always the unknowns. But given all these factors, I still believe that we can succeed in maintaining our fiscally conservative, balanced budget commitment while continuing to make sound investments like TheatreSquared, much like the investment we made in Kessler Mountain Regional Park and the adjacent land we were able to preserve to make our mark as a multi-state regional player.

I believe this is an important project that we should support and I recommend that we provide \$3.1 million dollars from reserves as a one-time expenditure to support and advance our economic development arts & culture plan. This \$3.1 million dollar investment along with the lease of a valuable public parking lot for the construction of this facility in Fayetteville clearly shows my commitment to TheatreSquared and their project, and to our goal of Fayetteville becoming the performing arts capital of the region.

This is an investment in our future – estimated economic impact of over \$381 Million dollars over the 50 year life of the lease. The City will be making a sound long-term investment. This investment generates \$4.9 Million in annual economic output, and over 152 new jobs in just 3 years and continuing year after year. And this project also has an immediate economic impact of 350 jobs during construction and 50.6 Million dollars of Economic Impact during construction. As Mayor I believe this is the type of return on investment we want to see and the type of investment that drives growth for our future while implementing the economic development plan we adopted.

Attachments:

Letter of Request
Economic Impact Information
Project



RECEIVED

FEB 16 2017

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

TheatreSquared
PO Box 4188
Fayetteville, AR 72702
ournextstage.org

The Honorable Lioneld Jordan
City Hall, 113 W. Mountain Street
Fayetteville, AR 72701

February 15, 2017

Dear Mayor Jordan,

*"Here on this corner—here in our
community—we see a permanent
home for remarkable theatre, done
well and with passion."*

*"We see a premier national theatre
in Northwest Arkansas."*

With designs complete and a recent \$12.5 million commitment to TheatreSquared from the Walton Family Foundation to help build a permanent, premier national theatre in Northwest Arkansas, we write at a crucial moment.

We believe that Fayetteville has the opportunity to cement its future as our region's theatre district — with year-round, diverse performances fueling our downtown's economic engine and drawing hundreds of thousands of the national arts tourists who are already traveling to visit Crystal Bridges. We hope to help anchor this theatre district by building TheatreSquared's future, permanent home here in Fayetteville.

We ask for your partnership in funding this major economic development initiative and making this vision possible. The Foundation's commitment includes a \$9 million, one-to-two challenge to our community. We are seeking public funds to provide a second, equal \$9 million commitment toward this three-part challenge. We ask for your leadership and the support of the Fayetteville City Council to make a significant investment of \$7 million toward this public funding goal.

We are working to raise the third part of remaining funds from generous community supporters. In all, \$9 million in public funding will activate \$22.5 million in private funds, all raised by TheatreSquared, to bring this \$31.5 million facility to Fayetteville — which will become a publicly owned building constructed on public land. The economic impact, outlined in the following pages, will be significant and lasting. The effect on local businesses will be profound. The quality of life in our city will also rise as TheatreSquared expands programming, educational offerings, and access to community members of every background.

Timing is critical. The city's commitment will raise funding past the threshold needed to secure financing and begin work. Our construction pricing depends on breaking ground in a few months' time. With construction picking up region-wide, we've been advised that a delay would result in a significant cost increase.

With your partnership, we see the emergence of a true theatre district that defines our city as an arts destination for generations. The city's commitment is crucial to making this vision a reality. Thank you for your consideration.

Sincerely,

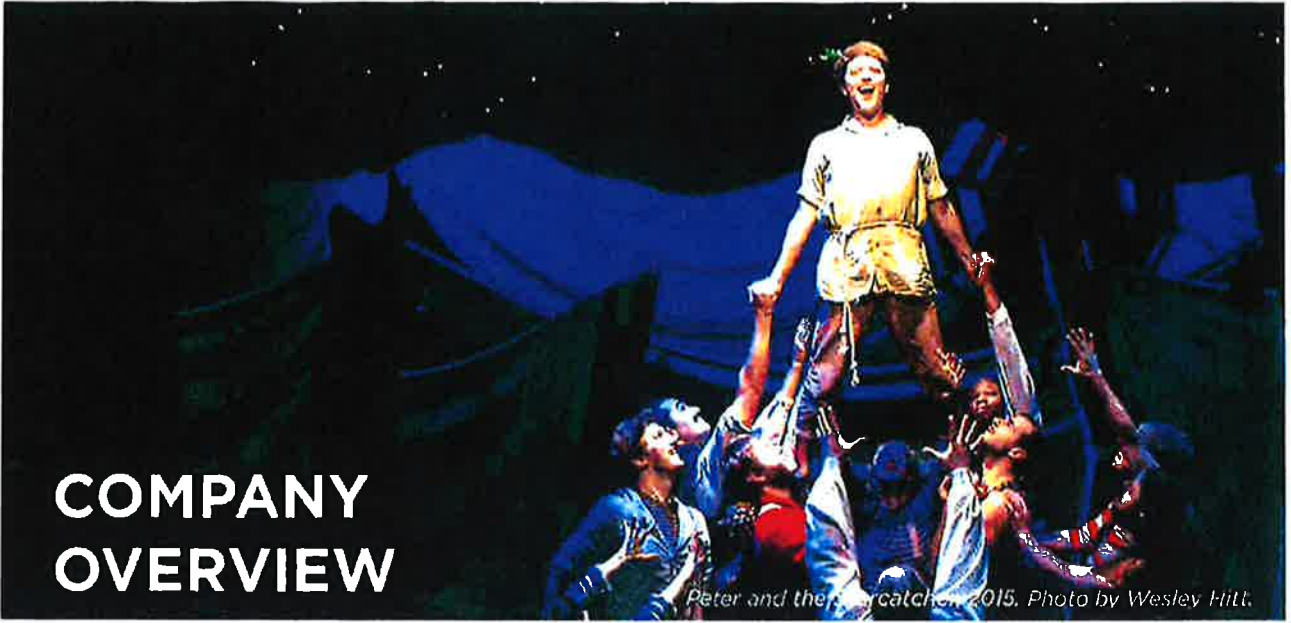
Bob Ford
Artistic Director

Martin Miller
Executive Director

Lynn Carver
Board President

Hershey Garner
Community Task Force





COMPANY OVERVIEW

Peter and the Catcher 2015. Photo by Wesley Hill.

A NATIONALLY RECOGNIZED PROFESSIONAL THEATRE

Founded in 2005, TheatreSquared (T2) is a professional theatre company offering live productions and educational programs for an annual audience of 40,000. The American Theatre Wing, founder of the Tony Awards, has recognized T2 as one of the nation's ten best emerging theatres, highlighting the company's success both on stage and in reaching 18,000 Arkansas students in more than 70 schools.

A UNIQUE CULTURAL ASSET AND DESTINATION

TheatreSquared fills a crucial niche as a contributor to Fayetteville's quality of life. The company's unique combination of professional theatre, locally produced, in an intimate performance space is not replicated by any amenity within 150 miles. The theatre employs paid, career professionals to create each production entirely new in downtown Fayetteville. This singular arts experience is highly valued by T2's audience — a remarkable 96% of attendees surveyed in the 2014/15 Season responded that they were likely to recommend the theatre to a friend. T2 is currently Fayetteville's #1-rated attraction on TripAdvisor, and contributes \$3.1MM in economic activity year-round to the local economy.

A COMMITMENT TO BROAD ACCESS

T2 took a major step to broaden access for community members of diverse incomes and backgrounds by launching Lights Up! for Access in 2016. Lights Up! offers free tickets to clients of regional non-profits including 7Hills Homeless Shelter, NWA Single Parent Scholarship Fund, NWA Women's Shelter, Feed Communities, Lifestyles, and Ozark Literacy Council. The program also provides \$5 tickets to any community member with a SNAP (or food stamps) benefit card, and \$10 tickets for young Arkansans. Lights Up! is already making a measurable impact on the quality of life for thousands of lower-income community members who would be otherwise unable to attend.



4100 Corporate Center Drive
Suite 205
Springdale, Arkansas 72762

The Honorable Lioneld Jordan, Mayor
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

February 13, 2017

Dear Mayor Jordan,

On behalf of the Northwest Arkansas Council, I write to strongly endorse TheatreSquared's request for an investment of city funding to leverage multiplied private matching dollars and construct a permanent new economic development engine for our region and state — a 50,000 square-foot cultural facility which will be home to our state's second year-round professional theatre, TheatreSquared.

This is a shovel-ready project that soundly delivers on our priorities of economic development, physical infrastructure, and workforce development. Economist Kathy Deck of the University of Arkansas Center for Business and Economic Research projects that, during construction alone, this new building will create \$50.6 million in economic output in Arkansas as well as 350 jobs. And, once the doors are open, our initial investment will continue to pay back and multiply for decades to come, starting at \$5 million in economic output during the theatre's first season and growing each subsequent year.

A top-tier regional theatre will help us attract more jobs and more 21st century businesses to our state, while enhancing quality of life to help us retain the best talent. It will also greatly advance our state's position as a destination for cultural tourism, as visitors book their hotel stays longer to see a show and spend more dollars at local businesses.

The fact that a public investment will activate a major private investment makes timely action crucial. I appreciate your support for this project and welcome any questions you may have.

Sincerely,

A handwritten signature in black ink, reading "Michael E. Harvey". The signature is fluid and cursive, with the first name "Michael" and last name "Harvey" clearly legible.

Michael E. Harvey
Chief Operating Officer
Northwest Arkansas Council

ECONOMIC IMPACT AND OUTPUT

I. Construction Impact

The \$31.5 million construction project to build a 50,000 square-foot theatre building in Northwest Arkansas will generate:

\$50.6 million

ECONOMIC OUTPUT IN ARKANSAS

350 jobs

FTE DIRECT, INDIRECT AND INDUCED

UA CENTER FOR BUSINESS AND ECONOMIC RESEARCH ANALYSIS

"We estimate that the total economic output from the construction activity would be \$50.6 million. The investment would generate 350.4 jobs for one year-212.6 direct jobs, 70.5 indirect (in the supply chain) jobs, and 67.4 induced (from consumer spending) jobs. Tax revenues would be on the order of \$3.2 million."

Director Kathy Deck

II. Annual Economic Impact

ANNUAL IMPACT, 2020

\$4.9 million

2020 ECONOMIC OUTPUT

152 jobs

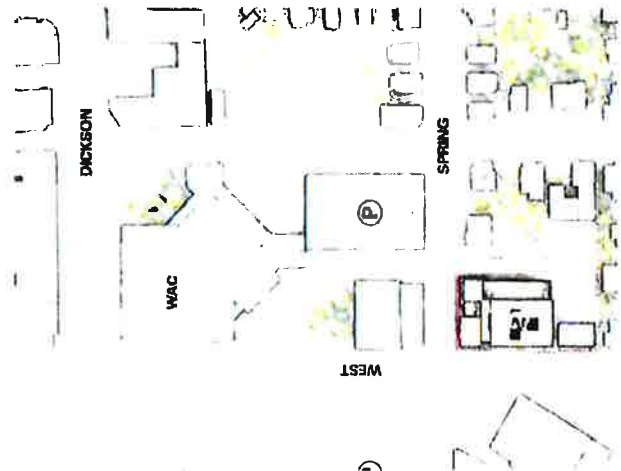
2020 FTE JOBS

50-YEAR IMPACT, 2020-2070

\$381 million

50-YEAR ECONOMIC OUTPUT

SOURCE: Arts & Economic Prosperity IV, based on the rigorous research findings from 182 study regions including Northwest Arkansas.



"**STEVE CLARK**, Fayetteville chamber president, said people from out of town might go to the venue to eat, see a show and experience the city. 'While they're sitting there, they say, 'You know, this might be a good place to live,' he said. 'So, from a Chamber of Commerce perspective, we are thrilled...' "

"**The new theater will create permanent jobs and will become a major source of revenue, pride and service to the community,**" Clark said. "I'm looking forward to being there on opening night in 2019."

NWA Democrat Gazette, Jan. 18, 2016

1/22/17

Dear Mayor Jordan,

I heard the great news last week that TheatreSquared had received \$12.5 million in grants from the Walton Family Foundation to build a 50,000 square-foot home in downtown Fayetteville, just a block from Dickson Street. I understand the grant includes a \$9 million challenge to our community.

I'm writing in strong support of your efforts to help take up this challenge and fund this project. It's vital that we keep this nationally recognized theatre in downtown Fayetteville and seize the chance to create a unique space that will draw hundreds of thousands of people to downtown Fayetteville in the next decade.

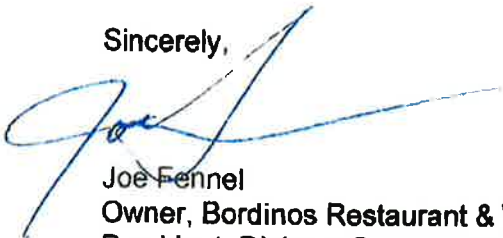
The economic development argument is strong — a \$50 million one-time impact from construction, and then \$5 million a year pumped into our local economy. Dickson Street merchants will feel the impact firsthand, as will businesses across our city.

As you know, I've been on Dickson Street since 1980, and I've seen what a difference the arts make for local businesses. The City, the University, and the Walton family made a commitment that transformed our downtown when we banded together to build the Walton Arts Center. Twenty-five years of solid growth for our downtown is compelling evidence that investing in the arts pays us back.

Our region is changing. Today, we have an opportunity to make Fayetteville and its performing arts and theatre district a year-round engine for local businesses in the downtown and Dickson Street area. Making this vision a reality will have an impact on Fayetteville and everyone who lives here. It will also make us a can't-miss destination for the hundreds of thousands of arts tourists already flocking to Crystal Bridges.

Opportunities like this are rare. I encourage you to be bold. You have my support and the support of our DSMA members. As we position ourselves for generations to come, I feel this project gives us the opportunity to create something very, very special.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Fennel', with a long horizontal flourish extending to the right.

Joe Fennel
Owner, Bordinos Restaurant & Wine Bar
President, Dickson Street Merchants Association



THE VISION

The path to a new, permanent home for TheatreSquared began with a vision statement drafted by a group of community members and artists in March 2015:

"We see TheatreSquared as its own center, a destination and a place of origin. The work created here will draw audiences from near and far, and be our region's export to the world's theatre centers.

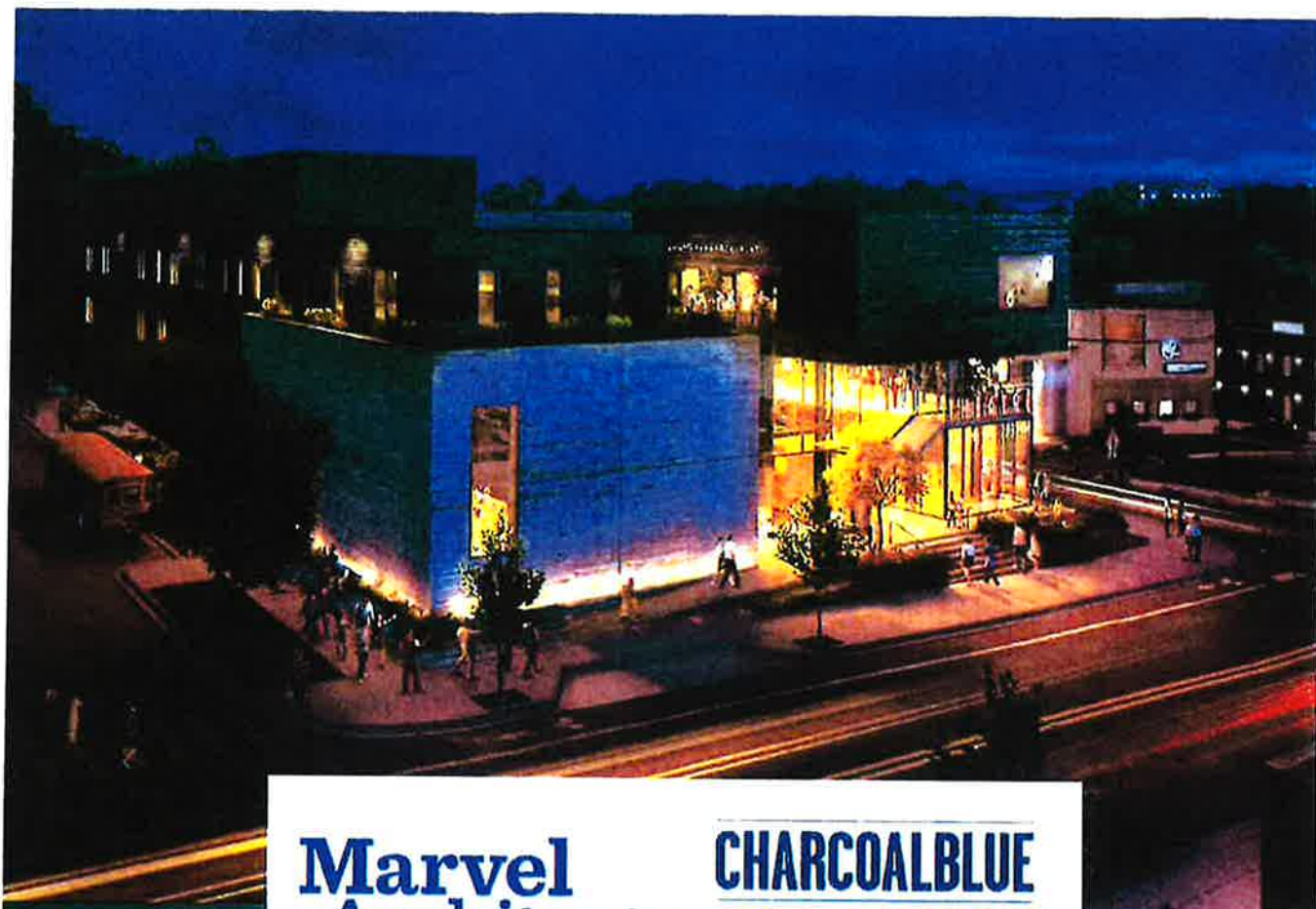
We see a gathering place—a theatre commons—that is welcoming and fascinating, alive with activity. A building that draws the eye and evokes curiosity.

Here on this corner —here in our community—we see a permanent home for remarkable theatre, done well and with passion. We see a premier national theatre in Northwest Arkansas."

THE TEAM

With support from the Walton Family Foundation's Design Excellence program, TheatreSquared announced the selection of a world-class design team in November 2015. London-based theatre planners Charcoalblue — who served as theatre planners for the Royal Shakespeare Company's new Courtyard Theatre, the Young Vic, two new venues at London's National Theatre, and the 2014 RIBA Sterling Award-winning Everyman Theatre, among many others — were selected to lead the design team.

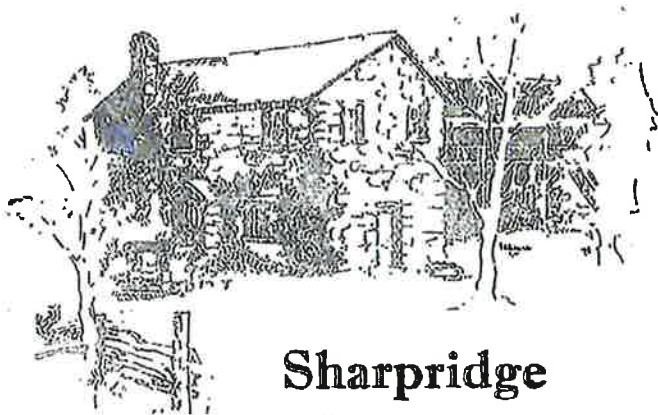
New York-based Marvel Architects was selected from over 70 international applicants to design the theatre building. Marvel's portfolio includes a new Brooklyn Public Library, the national competition-winning entry for the new Constitution Gardens on the National Mall, a master plan for Playwrights Horizons, and the beautiful new home for the storied New York theatre, St. Ann's Warehouse.



**Marvel
Architects**

CHARCOALBLUE
THEATRICAL INNOVATION ESTD 2004





2062 S. Smokehouse Trail
Fayetteville, AR 72701-7723

(479) 267-3205

Frank Sharp - fsharp@pgtc.com
Sara Sharp - ssharp@pgtc.com

Sharpridge

February 13, 2017

Mayor Lioneld Jordan,
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

COPY

Dear Mayor Jordan,

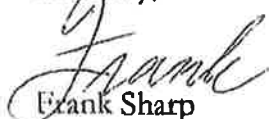
You and the council are too young to remember, about thirty years ago the *City of Fayetteville* took a giant, courageous step in support of the arts. The City and University each put up five million dollars—that's \$9 million in today's dollars—to build an arts center. It was a huge act of faith, as our arts center committee had really done nothing but meet and plan!

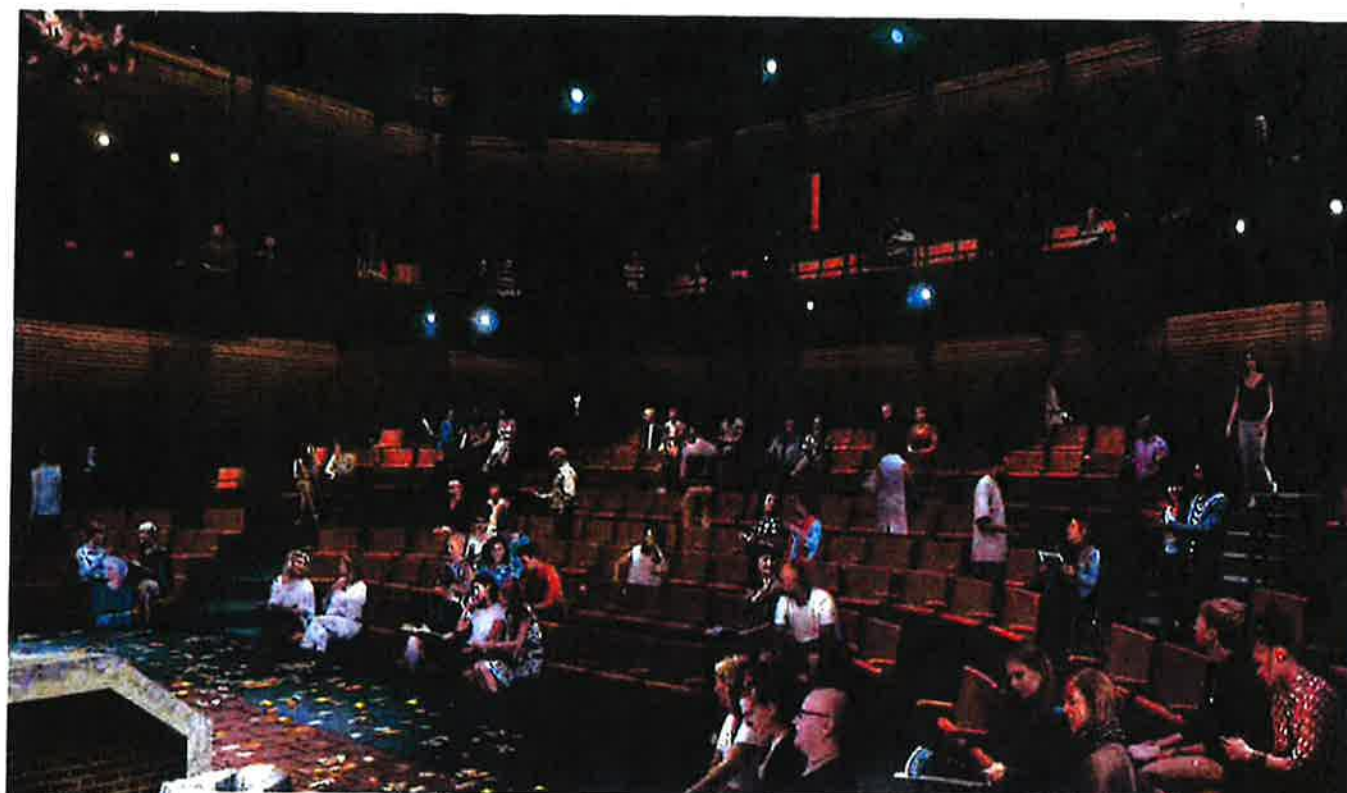
It turned out that the funding needed a third leg of a "three-legged funding stool". Generous donors - under the persuasive Billie Jo Starr- raised private money to provide that third leg of the stool. This combination of City, University and private funds made possible the creation of the *Walton Arts Center*, one of the important factors in making northwest Arkansas one of the top places in the nation to live!

The City now has another challenge in support of the arts. Unlike our committee years ago, *Theatre Squared* has proven itself with eleven successful seasons and an annual budget of two million dollars. And amazingly, this young organization has come to the city with an offer to provide two legs of a three-legged funding stool on its own — and then some.

Unfortunately, time is short! Theatre Squared needs to meet its challenge grant; to not let its construction costs balloon with a delay; and to break ground in June. I hope that you can figure out a way to give *Theatre Squared* the money it needs to construct a world-class theater and continue the terrific progress we have made here in Fayetteville in maintaining our quality of life.

Sincerely,


Frank Sharp



"Generations of Northwest Arkansans who attend performances in TheatreSquared's new facility will enjoy a transformative arts experience – enhancing our region's high quality of life and vibrant sense of place.

We look forward to Fayetteville and the Northwest Arkansas community joining us to make this vision a reality."

Karen Minkel, Walton Family Foundation
Home Region Program Director



COST-EFFICIENT, SUSTAINABLE CONSTRUCTION

Due to a highly cost-efficient design, TheatreSquared's average cost per square foot (CSF) compares favorably to the national average cost of performing arts building projects, coming in nearly 30% below industry comparables in construction cost.

\$770/sf

Average CSF of nationally benchmarked performing arts projects

Source: Dharam Cost Consulting

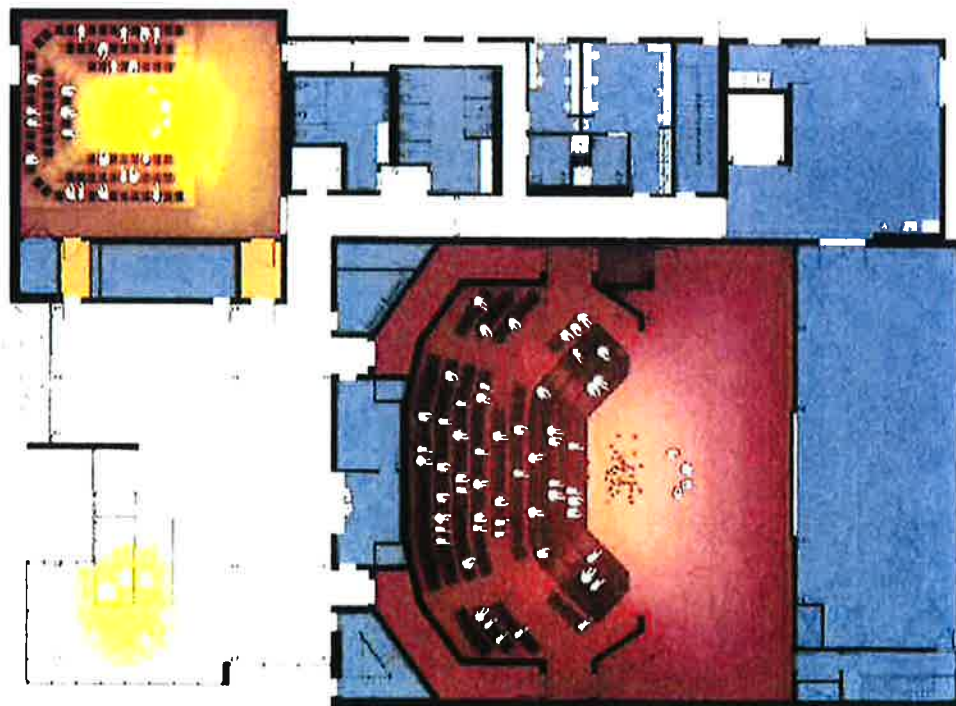
\$550/sf

TheatreSquared new building project, 100% DD Pricing

Source: Baldwin & Shell

Sustainable through-and-through, the project exceeds national standards with repurposed building materials, all-LED lights, furniture milled from trees on site, enhanced commissioning, and efficient systems. Behind the building, an artist's patio will be constructed out of reclaimed brick from a historical structure that once stood near the old Fayetteville Depot.

With high acoustic requirements and reduced glazing, the building's thermal efficiency is unusually high. Design choices have also led to sustainable construction and long-term operation, with few added ornamental finishes, very little drywall, and little need for high-VOC paints and coatings. Reducing added finishes also allows for the use of primarily local and regional materials. With these factors, along with low-flow plumbing fixtures, local species planted on grounds, re-use of concrete formwork as a construction material, and other innovations, Northwest Arkansas's new regional theatre will also be a regional model as a sustainable building project.





UNIVERSITY OF
ARKANSAS

Office of the Chancellor

January 18, 2017

The Honorable Lioneld Jordan
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701-6083

Dear Mayor:

As Chancellor of the University of Arkansas, I am writing to you today to express my full support behind TheatreSquared's efforts to secure funding for a future permanent home. Recognizing the tremendous benefits the new building will have on Fayetteville and Northwest Arkansas, the Walton Family Foundation has committed \$12.5 million to support its construction. I, too, believe this new venue will benefit our city and region by strengthening the tourism base, enriching culture across Arkansas, and yield economic benefits to the city and region.

Also, we want the U of A to be able to offer our current and prospective students, faculty, and staff the opportunity to attend performances in a quality setting that will enhance their cultural experiences. This new theatre space has the potential to do just that.

I look forward to our continued partnership with T2 in a new state-of-the-art facility that will help make the city and university even better!

Sincerely,

Joseph E. Steinmetz, PhD
Chancellor

c: Martin Miller



Students watch a TheatreSquared in-school performance. Photo by Beth Hall.

EDUCATION & ACCESS

TheatreSquared's education programs already serve 18,000 students each year — but the theatre lacks any dedicated space for its education programs in Fayetteville, and so all of its workshops and performances must be conducted in makeshift spaces within schools (and often outside of Fayetteville). The new facility will allow the theatre to host far more of its educational programs in downtown Fayetteville.

The theatre's tickets for its mainstage performances are more accessible than ever, with free tickets for low-income clients of community organizations, \$5 tickets for SNAP (or food stamps) benefit recipients, as well as \$10 tickets for young Arkansans. The broad use of these access programs is currently limited, however, by the capacity of the theatre's current venue and by third-party ticket fees added to low-cost tickets. These constraints will be erased in the new facility.

In the new theatre center, always-open public gathering and meeting spaces will be a year-round resource for the community, supporting access and creating a sense of true public ownership.

CONCLUSION

We believe that theatre, done well and with passion, can transform lives and communities. This significant initiative will be transformative for Fayetteville. Your support will help us cement Fayetteville's role as our region's theatre district, will help unify Dickson Street, the Library, and the Square as part of one "supremely walkable" arts district (Fayetteville Downtown Master Plan), and will raise the quality of life for citizens of Fayetteville for decades to come. We appreciate your consideration of this proposal and look forward to a continuing conversation.

Budget Year	Division	Adjustment Number
2017	CHIEF OF STAFF (070)	
	/Org2	
	Requestor: Don Marr	

To assist on construction for the new Theatre2 building.

	COUNCIL DATE:	3/7/2017
	LEGISTAR FILE ID#:	2017-0118
	<i>Barbara Fell</i> 2/21/2017 10:07 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

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City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0051

Agenda Date: 3/7/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

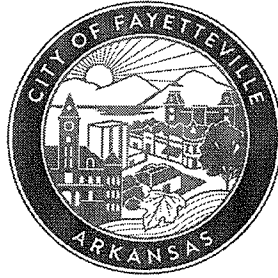
Agenda Number: D. 1

AGENDA SESSION PRESENTATION - COMMUNITY SURVEY BY PETER NIERENGARTEN

Agenda Session

City of Fayetteville, Arkansas

*113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323*



Meeting Agenda - Tentative Agenda

Tuesday, February 28, 2017

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

1. 2017-0097

2016 4TH QUARTER FINANCIAL REPORT - PAUL BECKER, CHIEF FINANCIAL
OFFICER

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

A. 1 2016-0570

APPROVAL OF THE FEBRUARY 21, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 2017-0100

LEWIS FORD OF FAYETTEVILLE DODGE RAM 2500:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DODGE RAM 2500
REGULAR CAB, LONG BED TRUCK FROM LEWIS FORD OF FAYETTEVILLE,
ARKANSAS IN THE AMOUNT OF \$21,443.00, PURSUANT TO A STATE
PROCUREMENT CONTRACT, FOR USE BY FLEET OPERATIONS

Attachments: LEWIS FORD DODGE RAM 2500

A. 3 2017-0101

LEWIS FORD OF FAYETTEVILLE FORD C-MAX HYBRID:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A FORD C-MAX HYBRID
FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF
\$21,542.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY
FLEET OPERATIONS

Attachments: LEWIS FORD C-MAX HYBRID

A. 4 2017-0099**PROFESSIONAL TURF PRODUCTS, L.P.:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A TORO SAND PRO 5040 FROM PROFESSIONAL TURF PRODUCTS, L.P. OF TULSA, OKLAHOMA IN THE AMOUNT OF \$23,423.95 PURSUANT TO NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CONTRACT #120535 FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: PROFESSIONAL TURF PRODUCTS, L.P.

A. 5 2017-0116**BID NO. 17-25 SUPERIOR GENERAL CONTRACTORS, INC.:**

*New
Under*

A RESOLUTION TO AWARD BID NO. 17-25 AND APPROVE A CONSTRUCTION CONTRACT WITH SUPERIOR GENERAL CONTRACTORS, INC. FOR THE CORPORATE HANGAR ROOF REHABILITATION PROJECT AT DRAKE FIELD IN THE AMOUNT OF \$93,462.00 WITH A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,673.10, CONTINGENT UPON RECEIPT OF A 90-10 GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS

Attachments: BID NO. 17-25 SUPERIOR GENERAL CONTRACTORS, INC.

A. 6 2017-0077**AFTERGLOW LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH EXCLUSIVE FLIGHT, LLC D/B/A AFTERGLOW AIRCRAFT SERVICES FOR THE HANGAR LOCATED AT 4580 S. SCHOOL AVENUE IN THE AMOUNT OF \$2,400.00 PER MONTH

Attachments: AFTERGLOW LEASE AGREEMENT:

A. 7 2017-0061**PARKS AND RECREATION DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$5,545.00 REPRESENTING DONATIONS TO THE PARKS AND RECREATION DEPARTMENT IN 2016

Attachments: PARKS AND RECREATION DONATION REVENUE
 BA PARKS AND RECREATION DONATION REVENUE

A. 8 2017-0105**KESSLER MOUNTAIN REGIONAL PARK CONCESSION STANDS:**

A RESOLUTION TO APPROVE A TEN MONTH CONTRACT WITH JAMES AND JEWEL MORROW WITH A ONE YEAR AUTOMATIC RENEWAL FOR 2018 TO PROVIDE FOR OPERATION OF THE CONCESSION STANDS AT KESSLER MOUNTAIN REGIONAL PARK SOCCER COMPLEX, GARY HAMPTON SOFTBALL COMPLEX, LAKE FAYETTEVILLE SOFTBALL COMPLEX, AND WILSON PARK POOL

Attachments: KESSLER MOUNTAIN REGIONAL PARK CONCESSION STANDS

A. 9 2017-0080**ANIMAL SERVICES DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,777.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES IN NOVEMBER AND DECEMBER OF 2016

Attachments: ANIMAL SERVICES DONATION REVENUE
 BA ANIMAL SERVICES DONATION REVENUE

A. 10 2017-0103**K-9 OFFICER REPLACEMENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT OF \$12,000.00 FOR A REPLACEMENT OF OUR CURRENT K-9 OFFICER AND FOR TUITION FOR THE NEW K-9 OFFICER AND ITS HANDLER

Attachments: K-9 OFFICER REPLACEMENT
 BA K-9 OFFICER REPLACEMENT

A. 11 2017-0112**FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,000.00 RECOGNIZING REVENUE FROM THE COURT AUTOMATION FUND FOR UPGRADES TO THE VIDEO ARRAIGNMENT EQUIPMENT USED BY THE FAYETTEVILLE DISTRICT COURT

Attachments: FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT
 BA FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT

A. 12 2017-0091**INSITUFORM TECHNOLOGIES, INC.:**

A RESOLUTION TO APPROVE THE FINAL CONTRACT EXTENSION WITH INSITUFORM TECHNOLOGIES, INC. AND TO APPROVE AN AUTHORIZATION OF UP TO \$330,000.00 FOR SEWER REHABILITATION PROJECTS IN 2017 USING CURED-IN-PLACE SANITARY SEWER LININGS

Attachments: INSITUFORM TECHNOLOGIES, INC.

A. 13 2017-0107**ENVIRONMENTAL CONSULTING OPERATIONS, INC. AMENDMENT 3:**

A RESOLUTION TO APPROVE AMENDMENT 3 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$56,500.00 FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT IN 2017

Attachments: ECO INC AMENDMENT 3

A. 14 2017-0106**GULLEY PARK TRAIL IMPROVEMENTS:**

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS FOR GULLEY PARK TRAIL IMPROVEMENTS

Attachments: GULLEY PARK TRAIL IMPROVEMENTS

A. 15 2017-0104**FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS:**

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS AND AUTHORIZE APPLICATION FOR A 20% LOCAL MATCH GRANT THROUGH THE ARKANSAS TRANSPORTATION ALTERNATIVES PROGRAM IN AN AMOUNT UP TO \$500,000.00 FOR THE CONSTRUCTION OF THE SHARED USE TRAIL ON THE WEDINGTON DRIVE BRIDGE ACROSS INTERSTATE 49

Attachments: FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS

B. Unfinished Business:B. 1 2017-0076**AMEND §110.02 TELECOMMUNICATIONS FRANCHISES:**

AN ORDINANCE TO AMEND §110.02 TELECOMMUNICATIONS FRANCHISES OF THE CITY CODE TO INCLUDE AND INCORPORATE REFERENCES TO COMPETING LOCAL EXCHANGE CARRIERS AND ANY OTHER TELECOMMUNICATIONS PROVIDERS DESIRING TO USE CITY STREET RIGHTS OF WAY
LEFT ON THE FIRST READING

Attachments: AMEND §110.02 TELECOMMUNICATIONS FRANCHISES

At the February 21, 2016 City Council Meeting this ordinance was left on the first reading.

C. New Business:C. 1 2017-0110**GRANICUS, INCORPORATED:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE-YEAR CONTRACT WITH GRANICUS, INCORPORATED IN THE AMOUNT OF \$42,765.06 FOR 2017 WITH FOUR POSSIBLE ANNUAL RENEWALS WITH A 3% COST INCREASE EACH YEAR

Attachments: GRANICUS, INCORPORATED

C. 2 2017-0109**JMSH, LLC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND TO APPROVE A COST SHARE AGREEMENT WITH JMSH, LLC. FOR THE INSTALLATION OF WATER AND SEWER MAINS ALONG A PORTION OF NORTH ASSEMBLY DRIVE NORTH OF EAST MAPLE STREET WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$31,800.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,360.00 FOR A TOTAL OF \$38,160.00

Attachments: JMSH LLC

C. 3 2017-0059**U.S. GEOLOGICAL SURVEY:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2017 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED \$61,721.00

Attachments: U.S. GEOLOGICAL SURVEY

C. 4 2017-0102**AMEND § 160.02 OFFICIAL ZONING MAP:**

AN ORDINANCE TO AMEND § 160.02 **OFFICIAL ZONING MAP** OF THE UNIFIED DEVELOPMENT CODE TO ADOPT A DIGITAL FORMAT FOR THE CITY OF FAYETTEVILLE'S OFFICIAL ZONING MAP

Attachments: AMEND § 160.02 OFFICIAL ZONING MAP

C. 52017-0096**2017 TOTAL COMPENSATION IMPLEMENTATION AND COMPENSATION PHILOSOPHY:**

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Attachments:

2017 TOTAL COMPENSATION IMPLEMENTATION AND COMPENSATION PHI
BA 2017 TOTAL COMPENSATION IMPLEMENTATION AND COMPENSATION

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Attachments:

THEATRESQUARED PROPOSED PROJECT
BA THEATRESQUARED PROPOSED PROJECT

D. City Council Agenda Session Presentations:**D. 1** 2017-0051

AGENDA SESSION PRESENTATION - COMMUNITY SURVEY BY PETER
NIERENGARTEN

E. City Council Tour:**F. Announcements:****G. Adjournment**

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Pre Agenda Meeting 2/22/17

City of Fayetteville, Arkansas

*113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323*



Meeting Agenda - Tentative Agenda

Tuesday, February 28, 2017

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

✓ 2017-0051

AGENDA SESSION PRESENTATION - COMMUNITY SURVEY BY PETER
NIERENGARTEN

✓ 2017-0097

2016 4TH QUARTER FINANCIAL REPORT - PAUL BECKER, CHIEF FINANCIAL
OFFICER

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

✓ A.1 2016-0570

APPROVAL OF THE FEBRUARY 21, 2017 CITY COUNCIL MEETING MINUTES.

✓ A.2 2017-0100

LEWIS FORD OF FAYETTEVILLE DODGE RAM 2500:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DODGE RAM 2500
REGULAR CAB, LONG BED TRUCK FROM LEWIS FORD OF FAYETTEVILLE,
ARKANSAS IN THE AMOUNT OF \$21,443.00, PURSUANT TO A STATE
PROCUREMENT CONTRACT, FOR USE BY FLEET OPERATIONS

Attachments: LEWIS FORD DODGE RAM 2500

A.3 2017-0101**LEWIS FORD OF FAYETTEVILLE FORD C-MAX HYBRID:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A FORD C-MAX HYBRID FROM LEWIS FORD OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$21,542.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY FLEET OPERATIONS

Attachments: LEWIS FORD C-MAX HYBRID

A.4 2017-0099**PROFESSIONAL TURF PRODUCTS, L.P.:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A TORO SAND PRO 5040 FROM PROFESSIONAL TURF PRODUCTS, L.P. OF TULSA, OKLAHOMA IN THE AMOUNT OF \$23,423.95 PURSUANT TO NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CONTRACT #120535 FOR USE BY THE PARKS AND RECREATION DEPARTMENT

Attachments: PROFESSIONAL TURF PRODUCTS, L.P.

A.5 2017-0116**BID NO. 17-25 SUPERIOR GENERAL CONTRACTORS, INC.:**

A RESOLUTION TO AWARD BID NO. 17-25 AND APPROVE A CONSTRUCTION CONTRACT WITH SUPERIOR GENERAL CONTRACTORS, INC. FOR THE CORPORATE HANGAR ROOF REHABILITATION PROJECT AT DRAKE FIELD IN THE AMOUNT OF \$93,462.00 WITH A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,673.10, CONTINGENT UPON RECEIPT OF A 90-10 GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS

Attachments: Corporate Hangar Roof Rehab Council Packet

A.6 2017-0077**AFTERGLOW LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH EXCLUSIVE FLIGHT, LLC D/B/A AFTERGLOW AIRCRAFT SERVICES FOR THE HANGAR LOCATED AT 4580 S. SCHOOL AVENUE IN THE AMOUNT OF \$2,400.00 PER MONTH

Attachments: AFTERGLOW LEASE AGREEMENT:

A.7 2017-0061

PARKS AND RECREATION DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$5,545.00 REPRESENTING DONATIONS TO THE PARKS AND RECREATION DEPARTMENT IN 2016

Attachments: PARKS AND RECREATION DONATION REVENUE
 BA PARKS AND RECREATION DONATION REVENUE

A.8 2017-0105

KESSLER MOUNTAIN REGIONAL PARK CONCESSION STANDS:

A RESOLUTION TO APPROVE A TEN MONTH CONTRACT WITH JAMES AND JEWEL MORROW WITH A ONE YEAR AUTOMATIC RENEWAL FOR 2018 TO PROVIDE FOR OPERATION OF THE CONCESSION STANDS AT KESSLER MOUNTAIN REGIONAL PARK SOCCER COMPLEX, GARY HAMPTON SOFTBALL COMPLEX, LAKE FAYETTEVILLE SOFTBALL COMPLEX, AND WILSON PARK POOL

Attachments: 2017-0105 Legistar Packet

A.9 2017-0080

ANIMAL SERVICES DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,777.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES IN NOVEMBER AND DECEMBER OF 2016

Attachments: ANIMAL SERVICES DONATION REVENUE
 BA ANIMAL SERVICES DONATION REVENUE

A.10 2017-0103

K-9 OFFICER REPLACEMENT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT OF \$12,000.00 FOR A REPLACEMENT OF OUR CURRENT K-9 OFFICER AND FOR TUITION FOR THE NEW K-9 OFFICER AND ITS HANDLER

Attachments: SRP - K-9 Budget Adjustment
 BA - K-9 Replacement

(A. 11)

2017-0110

GRANICUS, INCORPORATED:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE-YEAR CONTRACT WITH GRANICUS, INCORPORATED IN THE AMOUNT OF \$42,765.06 FOR 2017 WITH FOUR POSSIBLE ANNUAL RENEWALS WITH A 3% COST INCREASE EACH YEAR

Attachments: 2017-0110 Granicus Contract Renewal

A. 12

2017-0112

FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT:

Attachments: FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT
BA_FAYETTEVILLE DISTRICT COURT BUDGET ADJUSTMENT

A. 13

2017-0091

INSITUFORM TECHNOLOGIES, INC.:

A RESOLUTION TO APPROVE THE FINAL CONTRACT EXTENSION WITH INSITUFORM TECHNOLOGIES, INC. AND TO APPROVE AN AUTHORIZATION OF UP TO \$330,000.00 FOR SEWER REHABILITATION PROJECTS IN 2017 USING CURED-IN-PLACE SANITARY SEWER LININGS

Attachments: INSITUFORM 2017

A. 14

2017-0107

ENVIRONMENTAL CONSULTING OPERATIONS, INC. AMENDMENT 3:

A RESOLUTION TO APPROVE AMENDMENT 3 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$56,500.00 FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT IN 2017

Attachments: ECO INC AMENDMENT 3

A.M5 2017-0106

GULLEY PARK TRAIL IMPROVEMENTS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS FOR GULLEY PARK TRAIL IMPROVEMENTS

Attachments: 2017-0106 - Recreational Trails Grant - Gulley Trails

A.M6 2017-0104

FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS AND AUTHORIZE APPLICATION FOR A 20% LOCAL MATCH GRANT THROUGH THE ARKANSAS TRANSPORTATION ALTERNATIVES PROGRAM IN AN AMOUNT UP TO \$500,000.00 FOR THE CONSTRUCTION OF THE SHARED USE TRAIL ON THE WEDINGTON DRIVE BRIDGE ACROSS INTERSTATE 49

Attachments: 2017-0104 Transportation Alternatives Program Grant - Wedington Bridge

B. Unfinished Business:

B.M 2017-0076

AMEND §110.02 TELECOMMUNICATIONS FRANCHISES:

AN ORDINANCE TO AMEND §110.02 TELECOMMUNICATIONS FRANCHISES OF THE CITY CODE TO INCLUDE AND INCORPORATE REFERENCES TO COMPETING LOCAL EXCHANGE CARRIERS AND ANY OTHER TELECOMMUNICATIONS PROVIDERS DESIRING TO USE CITY STREET RIGHTS OF WAY
LEFT ON THE FIRST READING

Attachments: AMEND §110.02 TELECOMMUNICATIONS FRANCHISES

At the February 21, 2016 City Council Meeting this resolution was left on the first reading.

C. New Business:

C\1

2017-0109**JMSH, LLC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND TO APPROVE A COST SHARE AGREEMENT WITH JMSH, LLC. FOR THE INSTALLATION OF WATER AND SEWER MAINS ALONG A PORTION OF NORTH ASSEMBLY DRIVE NORTH OF EAST MAPLE STREET WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$31,800.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,360.00 FOR A TOTAL OF \$38,160.00

Attachments: JMSH LLC

C\2

2017-0059**U.S. GEOLOGICAL SURVEY:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2017 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED \$61,721.00

Attachments: 2017-0059 USGS JFA 2017

C\3

2017-0102**AMEND § 160.02 OFFICIAL ZONING MAP:**

AN ORDINANCE TO AMEND § 160.02 **OFFICIAL ZONING MAP** OF THE UNIFIED DEVELOPMENT CODE TO ADOPT A DIGITAL FORMAT FOR THE CITY OF FAYETTEVILLE'S OFFICIAL ZONING MAP

Attachments: ADM 17-5707: (UDC Chapter 160.02/UDC Amendment Official Zoning Map)



C. 4

2017-0118

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Attachments: BA for Theatre2 Building
2017-0118 Agenda Packet-SRF-SRM

C. 5

2017-0096

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Budget Adjustment ECP2017

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